

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 210		
2. CONTRACT NO.		3. SOLICITATION NO. W912P8-05-R-0048		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 08 Sep 2005		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY USACE, CONTRACTING DIVISION P. O. BOX 60267 NEW ORLEANS LA 70160-0267  CODE W912P8  TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894  CODE W912EQ  TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 665, 167 N. Main St.</u> until <u>04:00 PM</u> local time <u>10 Sep 2005</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME LOUISIA G. TAYLOR		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 901-544-3616		C. E-MAIL ADDRESS Diane.G.Taylor@mvn02.usace.army.mil				
<b>11. TABLE OF CONTENTS</b>										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 11	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			12 - 21	X	J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING				<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>				
X	E	INSPECTION AND ACCEPTANCE			22	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			23					
X	G	CONTRACT ADMINISTRATION DATA			24	X	L	INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			25 - 26	X	M	EVALUATION FACTORS FOR AWARD		
<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM		
						(4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA		28. AWARD DATE		
TEL: EMAIL:						(Signature of Contracting Officer)				

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	DEBRIS REMOVAL		Dollars, U.S.		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002	SITE MANAGEMENT DEBRIS REDUCTION		Dollars, U.S.		
					<hr/>
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1001			Dollars, U.S.		
OPTION	DEBRIS REMOVAL				
					<hr/>
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1002			Dollars, U.S.		
OPTION	SITE MANAGEMENT DEBRIS REDUCTION				
					<hr/>
					MAX NET AMT

BIDDING SCHEDULE

**NOTE: CONTRACTS WILL BE AWARDED FOR USE IN LOUISIANA AND MISSISSIPPI. EACH AWARD WILL SPECIFY THE LOCATION.**

## **PART I – BIDDING SCHEDULE**

### **DEBRIS REMOVAL**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY. EST.</b>	<b>U/I</b>	<b>U/P</b>	<b>AMOUNT</b>
0001	Mobilize Equipment/Demobilize Equipment Travel to and from Site (350 miles est. each way for Items 001aa thru 001 am).				
0001aa	Truck, Dump, 16-20 yd <sup>3</sup> capacity (Qty. Est. 1-60 )	42000	Mile		
0001ab	Truck, Dump, 21-30 yd <sup>3</sup> capacity (Qty. Est. 1-60)	42000	Mile		
0001ac	Loader, Front-end, 4 yd <sup>3</sup> capacity (Qty. Est. 1-20)	14000	Mile		
0001ad	Knuckleboom, 10,000 Lb. Capacity (Qty. Est. 1-10)	7000	Mile		
0001ae	Loader, Front-end, 2 ½ yd. Capacity (Qty. Est. 1-5)	3500	Mile		
0001af	Truck, Pickup, .5 Ton (Qty. Est. 1-10)	7000	Mile		
0001ag	Hydraulic Excavator, crawler 90,200lb 2.38 CY Bucket w/Concrete Pulverizer Attachment (Qty. Est. 1-5)	3500	Mile		
0001ah	Hydraulic Excavator, crawler 90,200lb Bucket w/thumb attachment (Qty. Est. 1-5)	3500	Mile		
0001ai	Air Compressor, with 2 each 1” air hoses, 2 each Jack hammers (Qty. Est. 1-10)	7000	Mile		
0001aj	Acetylene Cutting Torch with Oxy/Acet tanks, hoses and related equipment	7000	Mile		

ITEM	DESCRIPTION	QTY. EST.	U/I	U/P	AMOUNT
0001ak	Trailer Mounted Flood Light Set with Generator Unit (Qty. Est. 1-10)	7000	Mile		
0001al	Lowbed trailer with tractor (Qty. Est. 1-3)	2100	Mile		
0001am	Water Truck - min. 3000 gals. (Qty. Est. 1-3)	2100	Mile		
0002	Truck, Dump, 16-20 yd <sup>3</sup> capacity Operator, regular hours Operator, overtime hours (Qty. Est. 1-60)	12600 8400 4200	HRS HRS HRS		
0003	Truck, Dump, 21-30 yd <sup>3</sup> capacity Operator, regular hours Operator, overtime hours (Qty. Est. 1-60)	12600 8400 4200	HRS HRS HRS		
0004	Loader, Front-end, 4 yd <sup>3</sup> capacity Operator, regular hours Operator, overtime hours (Qty. Est. 1-20)	4200 2800 1400	HRS HRS HRS		
0005	Knuckleboom, 10,000 Lb capacity Operator, regular hours Operator, overtime hours (Qty Est. 1-10)	2100 1400 700	HRS HRS HRS		
0006	Laborer with Chainsaws, 16" min bar traffic flags and misc small tools (axes, shovels, safety equipment) Laborer, regular hours Laborer, overtime hours (Qty. Est. 1-40)	5200 2600	HRS HRS		
0007	Truck, Pickup, .5 Ton. (Qty Est. 1-10)	2100	HRS		
0008	Crew Foreman with cellular phone Operator, regular hours Operator, overtime hours (Qty Est. 1-10)	1400 700	HRS HRS		
0009	Loader, Front-end, 2 ½ yd. capacity Operator, regular hours Operator, overtime hours	1050 700 350	HRS HRS HRS		

(Qty Est. 1-5)

ITEM	DESCRIPTION	QTY. EST.	U/I	U/P	AMOUNT
0010	Hydraulic Excavator. Crawler, 90,200 lb, 2.38 CY Bucket, W/Concrete Pulverizer, 7000lb w/Point Attachment	1050	HRS		
	Operator, regular hours	700	HRS		
	Operator, overtime hours (Qty Est. 1-5)	350	HRS		
0011	Hydraulic Excavator, crawler 90,200lb Bucket w/thumb attachment	1050	HRS		
	Operator, regular hours	700	HRS		
	Operator, overtime hours (Qty. Est. 1-5)	350	HRS		
0012	Air Compressor, with 2 each 1" air hoses, 2 each Jack Hammers (Qty. Est. 1-10)	2100	HRS		
0013	Acetylene Cutting Torch with Oxy/Ace tanks, hoses, and related equipment (Qty. Est. 1-10)	2100	HRS		
0014	Trailer Mounted Flood Light Set with Generator Unit (Qty. Est. 1-10)	2100	HRS		
0015	Lowbed trailer with tractor	630	HRS		
	Operator, regular hours	420	HRS		
	Operator, overtime hours (Qty. Est. 1-3)	210	HRS		
0016	Water Truck – min 3000 gals.	630	HRS		
	Operator, regular hours	420	HRS		
	Operator, overtime hours (Qty. Est. 1-3)	210	HRS		
0017	Crew Rate – day time Established in Basic NOTE: "Typical crew"	1	HR		
0018	Removal of Debris on Cu. Yard basis (0-15 miles to and from, each way)	1	CY		
0019	Removal of Debris on Cu. Yards basis (16-30 miles to and from, each way)	1	CY		
0020	Removal of Debris on Cu. Yards basis (31-60 miles to and from, each way)	1	CY		

ITEM	DESCRIPTION	QTY. EST.	U/I	U/P	AMOUNT
0021	Operations Manager for C1.7.0				
	Manager, regular hours	1600	HRS		
	Manager, overtime hours	800	HRS		
0022	Household Hazardous Waste Crew for C1.8.0	1	HR		

TOTAL

**NOTE: 1** Above items 017 through 020 apply only to Phase I and are to be used for a minimum basis for negotiations. These items will not be included in the total cost. An estimated ten crews is suggested as a minimum to meet daily production rates, however offer shall include actual number of crews necessary to meet the minimum daily production rate of 12,000 cubic yards per day. For pricing, assume average distance to be 16-30 miles. A typical crew is composed of the following:

**6 Dump trucks 16-20 yd<sup>3</sup> capacity**

**6 Dump trucks 21-30 yd<sup>3</sup> capacity**

**2 Front End Loaders**

**1 Foreman**

**4 Laborers**

**NOTE 2.** Labor is based on a 12-hour workday and the contractor must factor in overtime hours.

**NOTE 3.** The types of equipment and personnel identified in the schedule are those most likely to be utilized under this contract. Should it be necessary to utilize additional equipment and/or personnel other than those in the schedule, the contracting parties shall negotiate those classes of equipment and/or personnel and include them in the individual task orders.

**PART II – BIDDING SCHEDULE**  
**SITE MANAGEMENT/DEBRIS REDUCTION**

ITEM	DESCRIPTION	QTY. EST.	U/I	U/P	AMOUNT
0001	Mobilize Equipment/Demobilize Equipment Travel to and from Site (350 miles est. each way for Items 001aa thru 001 aj).				
0001aa	Air Curtain Burner (Qty. Est. 1-3 )	2100	Mile		
0001ab	Backhoe, with loader, 1.5 yd3 capacity, with thumb attachment (Qty. Est. 1-3)	2100	Mile		
0001ac	Dozer, tracked 2-3 yd3 Blade capacity (Qty. Est. 1-3)	2100	Mile		
0001ad	Dozer, tracked with root rake blade, D-7 or equivalent (Qty. Est. 1-3)	2100	Mile		
0001ae	Water Truck - min. 3000 gals. (Qty. Est. 1-3)	2100	Mile		
0001af	Lowbed trailer with tractor (Qty. Est. 1-3)	2100	Mile		
0001ag	Grader, Motor, 12 foot blade, 130-140 net Hp (Qty. Est. 1-3)	2100	Mile		
0001ah	Chipper, with 12 inch minimum (Qty. Est. 1-3)	2100	Mile		
0001ai	Tub Grinder 800-1000 Hp (Qty. Est. 1-3)	2100	Mile		
0001aj	Tub Grinder, 300-400 Hp (Qty. Est. 1-3)	2100	Mile		

ITEM	DESCRIPTION	QTY. EST.	U/I	U/P	AMOUNT
0002	Air Curtain Burner, self-contained system including power plant, hydraulic drive system blower fan with a minimum nozzle velocity of 8,800 ft/min (100mph) and volume of 900 cf/min/linear ft. Must meet or exceed air quality standards applicable to the US-EPA regulations. (Qty. Est. 1-3)	1200	HRS		
0003	Backhoe, with loader, 1.5 yd3 capacity with thumb attachment, Model 580, or equivalent	1200	HRS		
	Operator, regular hours	800	HRS		
	Operator, overtime hours	400	HRS		
	(Qty. Est. 1-3)				
0004	Dozer, tracked 2-3 yd3 Blade capacity	900	HRS		
	Operator, regular hours	600	HRS		
	Operator, overtime hours	300	HRS		
	(Qty. Est. 1-3)				
0005	Dozer, tracked with root rake blade	1200	HRS		
	Operator, regular hours	800	HRS		
	Operator, overtime hours	400	HRS		
	(Qty Est. 1-3)				
0006	Water Truck – min. 3000 gals.	180	HRS		
	Operator, regular hours	120	HRS		
	Operator, overtime hours	60	HRS		
	(Qty. Est. 1-3)				
0007	Lowbed trailer with tractor	120	HRS		
	Operator, regular hours	80	HRS		
	Operator, overtime hours	40	HRS		
	(Qty Est. 1-3)				
0008	Inspection Tower, treated wood (Qty Est. 1-3)	1	EA		
0009	Construction of Hazard and Toxic Waste Containment Area (Qty Est. 1-3)	1	EA		
0010	Nighttime Site Operation Generator and Lighting (Qty. Est. 1-3)	900	HRS		

ITEM	DESCRIPTION	QTY. EST.	U/I	U/P	AMOUNT
0011	Site Management Foreman				
	Foreman, regular hours	720	HRS		
	Foreman, overtime hours	360	HRS		
	(Qty. Est. 1-3)				
0012	Site Management Night Foreman				
	Foreman, regular hours	720	HRS		
	Foreman, overtime hours	360	HRS		
	(Qty. Est. 1-3)				
0013	Laborer with misc. Small hand tools, hand saw, hammer, shovel (See B-9, 5 laborers)				
	Laborer, regular hours	10800	HRS		
	Laborer, overtime hours	5400	HRS		
	(Qty. Est. 1-15)				
0014	Grader, Motor, 12 foot blade, 130-140 net Hp	180	HR		
	Operator, regular hours	120	HRS		
	Operator, overtime hours	60	HRS		
	(Qty. Est. 1-3)				
0015	Chipper, 12 inch min	200	HRS		
	Operator, regular hours	133	HRS		
	Operator, overtime hours	67	HRS		
	(Qty. Est. 1-3)				
0016	Tub Grinder, 300-400 Hp.	300	HRS		
	Operator, regular hours	200	HRS		
	Operator, overtime hours	100	HRS		
	(Qty. Est. 1-3)				
0017	Tub Grinder, 800-1000 Hp.	200	HRS		
	Operator, regular hours	133	HRS		
	Operator, overtime hours	67	HRS		
	(Qty. Est. 1-3)				
0018	Removal of Debris on Cubic yards from Reduction site (0-15 miles each way)	1	CY		
0019	Removal of Debris on Cubic yards from Reduction site (Qty Est. 16-30 miles each way)	1	CY		
0020	Removal of Debris on Cubic yards from Reduction site (Qty Est. 31-60 miles each way)	1	CY		

ITEM	DESCRIPTION	QTY. EST.	U/I	U/P	AMOUNT
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021	Reduction by mechanical means	1	CY		
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TOTAL

**NOTE 1.** Above items, 018 through 021 apply only to Phase II and are to be used for a minimum basis for negotiations. These items will not be included in the total cost. As a minimum, Phase II shall be consistent to keep up with the daily production rate stated in Phase I (12,000 cy per day). Estimate a minimum of three crews with a minimum typical crew composed of the following:

Site Management Foreman  
 Night Site Management Foreman  
 Five Laborers with small hand tools (3 for daytime, 2 for nighttime)  
 Night Operation Lights and Generator  
 Inspection Tower  
 HTW area  
 Air Curtain Incinerator  
 Backhoe with thumb/operator  
 Dozer with Rootrake/ operator  
 Dozer with Blade/operator  
 Roadgrader/Operator  
 Water truck  
 One Grinder/Operator  
 Lowbed Trailer/Operator

**NOTE 2.** Labor is based on a 12-hour workday and the contractor must factor in overtime hours.

**NOTE 3.** The types of equipment and personnel identified in the schedule are those most likely to be utilized under this contract. Should it be necessary to utilize additional equipment and/or personnel other than those in the schedule, the contracting parties shall negotiate those classes of equipment and/or personnel and include them in the individual task orders.

## Section C - Descriptions and Specifications

### STATEMENT OF WORK

#### **PART I**

#### **SCOPE OF WORK FOR**

#### **DEBRIS REMOVAL**

##### **C1.1.0 GENERAL**

C1.1.1 The purpose of Part I of this scope of work is to define the requirements for debris removal operations after any natural or man-made catastrophe or major disaster supported by the U. S. Army Corps of Engineers. Award will be a Firm-fixed price, Indefinite Delivery-Indefinite Quantity (IDIQ) contract for the area(s) to be specified at the time of occurrence. The Government reserves the right to make multiple awards off a single solicitation and the right to award the scope of work in partial as Part I, Part II, or both, if required. Contract may be used for demolition of structures at the Contracting Officer's direction.

C1.1.2 Debris is defined as materials originating from the effects of any natural or man-made catastrophe or major disaster. Materials included are of both man-made and natural origins. Man-made debris, construction/demolition (C&D) materials includes, but not limited to: lumber, concrete, asphalt, masonry, metals, and plastics. Debris of natural origins, include but not limited to: all vegetative debris (grass, shrubs and trees) and slide materials (clay, sand, gravel, rock) and earth collected with the debris while loading trucks. Screening of debris may be required to remove earthen material prior to reduction.

##### **C1.2.0 SERVICES**

C1.2.1 The Contractor shall provide specified equipment, operators, and laborers for debris removal operations as specified in the task order. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) all equipment under this contract.

C1.2.2 The Contractor shall provide debris removal crews for each disaster event for the number of days specified. The Government reserves the right to extend operations on a weekly basis. For estimating purposes a daily performance level, using 10 crews shall meet a minimum daily production rate of 12,000 cubic yards per day. See crew size on bidding schedules.

C1.2.3 All hourly equipment rates include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, labor, and any other costs associated with the equipment.

C1.2.4 All hourly manpower rates include the cost of protective clothing (to include hard-hats and steel toed boots), fringe benefits to include hand tools, supervision, transportation and any other costs.

C1.2.5 The work shall consist of clearing and removing disaster generated debris. Work will include: (1) loading the debris, (2) hauling the debris to an approved dumpsite, and (3) dumping the debris at a debris reduction site or as directed by the Contracting Officer. Woody debris will be hauled to a reduction site. Construction/demolition (C&D) debris will be hauled to an approved dumpsite.

C1.2.6 The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR.

C1.2.7 The Contractor shall conduct the work so as not to interfere with other disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

**C1.3.0 DUMPSITES**

C1.3.1 The Contractor shall use only designated debris dumpsites.

C1.3.2 All dumping operations shall be directed by the dumpsite operator. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

**C1.4.0 PERFORMANCE SCHEDULE**

C1.4.1 The Contractor shall commence mobilization immediately upon award, (payment will be based on point of equipment origination) meeting the following progress patterns; 24 Hours – 25 %, 48 hours – 50%, 72 hours – 75%, and 96 hours – 100%. This represents a minimum response schedule and does not restrict the desired 24 hours response requirement stated below. The contractor shall perform in accordance with the specified requirements in all designated work areas and will commence debris removal operations within 24 hours of issuance of task order.

C1.4.2 The Contractor shall work during daylight hours “only” for a minimum of 12 hours per day, 7 days per week.

**C1.5.0 EQUIPMENT**

C1.5.1 All trucks and equipment must be in compliance with all applicable Federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the truck to be filled to capacity. Truckbeds will be measured by the Government and marked for their load capacity. (See section J, Attachment, Tailgate fencing). Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2” by 6” boards or greater and not to extend more than two feet above the metal bedsides and are subject to approval by the COR. Once the truck(s) are rated by the COR, it is the Contractor’s responsibility to report any adjustments of the sideboards to the COR. Extensions are subject to acceptance or rejection by the Contracting Officer’s representative. Truck loading shall comply with local Department of Transportation rules and regulations including weight limitations and the covering of truckloads.

C1.5.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two magnetic signs, one attached to each side. Signs will be provided by the Government and will be returned upon completion of the contract. The contractor will be assessed a fee of \$20 per sign for each sign not returned.

C1.5.3 Prior to commencing debris removal operations, the Contractor shall present to the Government’s representative all trucks and/or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer. Each truck or trailer will also be numbered for identification. A sample load ticket, Section J, Attachment, will be completed by a government’s representative and the driver furnished a copy.

C1.5.4 Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours under this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

**C1.6.0 REPORTING**

C1.6.1 The Contractor shall submit a report to the COR by close of business each day of the term of the contract. Each report shall contain, at a minimum, the following information:

Contractor’s Name

Contract Number

Daily and cumulative hours for each piece of equipment

Daily and cumulative hours for personnel, by unit cost or

Daily and cumulative cubic yards removed (see C2.7.1.2, Phase II)

### **C1.7.0 OTHER CONSIDERATIONS**

C1.7.1 The Contractor shall assign and provide an Operations Manager (OM) to the Emergency Response and Recovery Office (ERRO) to serve as the principal liaison with the Corps of Engineers Contracting Officer. The assigned OM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the Contractor over both Phases I and II work. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for on site operations. The electronic linkage shall provide immediate contact via Cell phone, Fax machine, and Internet. The OM will participate in daily After Action Reviews and disaster exercises, functioning as a source to provide essential Contractor element information. The OM will report to the Contracting Officer. This position will not require constant presence at the ERRO, rather the OM will be required to work the minimum 10 hours workday and be on call and physically capable of responding to the ERRO within 30 minutes of notification.

C1.7.2 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

C1.7.3 The Contractor must be duly licensed to perform the work in accordance with the statutory requirement of the affected state(s). The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the COR prior to issuance of the first task order.

C1.7.4 The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract.

C1.7.5 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

### **C1.8.0 HANDLING AND COLLECTION OF HOUSEHOLD HAZARDOUS WASTE**

C1.8.1 Household Hazardous Waste (HHW) is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

C1.8.2 A crew shall be designated for removal of HHW material normally consisting of a truck and two individuals with normal debris safety gear (safety glasses, hardhat, steel toe shoes, and gloves). Each member of the crew shall be trained as per EPA requirements for handling HHW materials. The truck should be equipped with separate compartments, drums, or containers for the wastes. This will allow the crew to segregate the HHW items.

C1.8.3 While every effort will be made to have the local residents separate the HHW from the other debris, if this does not happen, the crew(s) handling the normal debris removal process will need to separate any HHW as needed during collection.

C1.8.4 The HHW crew will make passes through the affected areas. A pass is defined as, a full or partial sweep of the affected area(s) in the contract.

C1.8.5 Known or suspect asbestos containing material should be segregated from other debris and left in a place for a licensed Asbestos Abatement contractor to handle. Materials that should be segregated include but are not necessarily limited to: floor tiles, roofing shingles, linoleum, ceiling tiles, transite (exterior) shingles, concrete or flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and /or wall texture, and stippled or blown on surfacing materials.

C1.8.6 Any labeled hazardous waste that positively has originated from a commercial building or business should be left in place for removal by others and the COR should be notified.

C1.8.7 The methods of handling and transporting HHW from the site are identified in C2.7.5 due to possible exposure to other contaminants in transit.

C1.8.8 Any white good product(s) (refrigerators, freezers, etc.) containing chemicals or fluids shall be delivered to collection points defined by the COR where a person with the appropriate license or credentials shall remove the chemical or fluids.

C1.8.9 All HHW shall be delivered to collection points defined by the COR.

C1.8.10 Contractor shall be paid by the crew hour (herein defined as a truck and two individuals with normal safety gear) with an estimate of hours to complete the number of passes agreed upon with the Government prior to the execution of the contract.

## **C1.9.0 SAFETY PROVISIONS**

C1.9.1 The safety provisions as specified herein refer to the Sep 1996 edition of EM 385-1-1. Associated safety checklists can be provided if requested.

C1.9.2. Accident Investigations and Reporting. Refer to EM 385- 1-1, Section 01.D. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his/her representative immediately and the accident report submitted on Eng Form 3394 within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

C1.9.3. Accident Prevention Program. (Refer to contract clause entitled, "Accident Prevention" (*FAR 52.236-13*).) Within two (2) **days** after receipt of Award of the contract, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall be prepared in accordance with EM 385-1-1. A copy of company policy statement regarding accident prevention will be required.

The Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his/her authorized representative.

C1.9.4. Comprehensive Hazard Communication Program. The Contractor shall develop, implement, and maintain at the workplace a written, Comprehensive Hazard Communication Program (see Section 01.B.04 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Material Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of material safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard

Communication Program and the Material Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the Contractor's employees as part of its Accident Prevention Program.

C1.9.5. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

- (1) Locations of areas where inspections were made.
- (2) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

C1.9.6. Ground Fault Protection. Electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Section 11.C.05.

C1.9.7. Haul Roads. Whenever required, one-way/two-way haul roads may be used on this contract will be based on site specific requirements. Haul roads built shall be graded and maintained to keep the surface free from potholes, ruts and similar conditions.

C1.9.8. Temporary Safety Construction Fence. The Contractor may be required to provide, erect, and maintain a temporary safety construction fence around the limits of work.

C1.9.9. Hazardous Energy Protection. The Contractor shall develop, implement and maintain at the workplace, a written Control of Hazardous Energy (Lockout/Tagout) System. Refer to Section 12 of EM 385-1-1.

#### **C1.10.0 MEASUREMENTS**

C1.10.1 The number of hours of work required to complete this contract are estimated. Payment for labor and equipment will be made as specified in the task order. The cubic yards or hours worked, to the nearest ¼ hour, will be verified by the COR in the daily operational report which will be the basis for payment of Phase I. Preventive maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventive maintenance or down time resulting from equipment failure and routine maintenance and fueling that exceeds fifteen (15) minutes of a work day will not be considered for payment. Preventive maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment.

#### **C1.11.0 PAYMENT**

C1.11.1 The Contractor will be entitled to invoice for 60% of the mobilization and demobilization line item after all equipment is delivered to the designated work site. The remaining 40% will be due after all equipment is removed from the work site, all vehicle signs have been returned to the government and a proper invoice is received by the government.

C1.11.2 All payments made under this contract will be in accordance with the foregoing and the PAYMENTS clauses.

**PART II  
SCOPE OF WORK FOR  
DUMPSITE MANAGEMENT  
AND DEBRIS REDUCTION**

**C2.1.0 GENERAL**

C2.1.1 The purpose of Part II of this scope of work is to define the requirements for debris reduction and management operations after any natural or man-made catastrophe or major disaster supported by the U. S. Army Corps of Engineers. Award will be a Firm-fixed price, Indefinite Delivery-Indefinite Quantity (IDIQ) contract for the area(s) to be specified at the time of occurrence. The Government reserves the right to make multiple awards off a single solicitation and the right to award the scope of work in partial as Part I, Part II, or both, if required.

C2.1.2 Debris is defined as materials originating from the effects of any natural or man-made catastrophe or major disaster. Materials included are of both man-made and natural origins. Man-made debris includes, but not limited to: lumber, concrete, asphalt, masonry, metals, and plastics. Debris of natural origins, include but not limited to: all vegetative debris (grass, shrubs and trees) and slide materials (clay, sand, gravel, rock) and earth collected with the debris while loading trucks. Screening of debris may be required to remove earthen material prior to reduction.

**C2.2.0 SERVICES**

C2.2.1 The Contractor shall provide specified equipment, operators, and laborers for dumpsite management and debris reduction operations as specified in the task order. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) all equipment specified under the contract schedule.

C2.2.2 The Contractor shall provide labor and equipment under Part II of this contract as specified in the contract schedule. It is contemplated that the initial tasks will take 30 days to accomplish with a Government option to extend operations on a weekly basis.

C2.2.3 All hourly equipment rates include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, labor, and any other costs associated with the equipment.

C2.2.4 All hourly manpower rates include the cost of protective clothing (to include hard-hats and steel toed boots), fringe benefits to include overtime, hand tools, supervision, transportation and any other costs.

C2.2.5 The work shall consist of constructing an appropriate reduction site, managing the operations of the reduction site, perform debris reduction by air curtain incineration, and or chipping of debris, excluding concrete, asphalt, masonry and metal. A sample incineration pit drawing is provided in Section J, Attachment.

C2.2.6 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. A sample Reduction site drawing is provided in Section J, Attachment.

C2.2.7 The contractor shall be responsible for all costs associated with the final disposal of non-burnable debris and ash residue. Tipping fees will be reimbursed by the Government. Disposal of non-burnable debris and ash residue shall be made in accordance with current State, Federal, and local regulations. Contractor will be responsible for returning the reduction site to near original conditions, upon completion of reduction activities.

C2.2.8 Debris shall be reduced by mechanical means using chippers, grinders, or shredders as specified in the task order. The storage area and processing area for the debris reduction operation shall be designated by the COR based

upon the site opportunities and constraints. The size of the debris pile allowed at the designated location shall be specified prior to the start of debris reduction.

**C2.2.9 Debris reduction by burning.** There is no industrial standard for Air Curtain Pit Burning. Air curtains are widely used in many areas. If used, contractor shall dig a pit 8ft to 9ft wide, and 14 ft deep with an impervious bottom layer of clay at least 1ft. deep. Ends sealed to a height of 4ft. Seal nozzle end with 12 inches of dirt. Warning stops at least 1ft high. Airflow should be 2ft. below the top edge of the pit. Ensure minimum nozzle velocity of 8,800 ft/min (100mph) and volume of 900 cf/min/linear ft. Pit no longer than the length of the blower nozzle. Burn pits must be set back a minimum of 100ft. from debris pile. Safety distance of at least 1,000 ft. Extinguish fire 2 hours before removing ash.

### **C2.3.0 PERFORMANCE SCHEDULE**

C2.3.1 The Contractor shall commence mobilization immediately upon award, meeting the following progress patterns: 24 hours - 25%, 48 hours - 50%, 72 hours - 75%, and 96 hours – 100%. This represents a minimum response schedule and does not restrict the desired 24 hours response requirement stated below. The contractor shall perform in accordance with the task order all designated work areas established by the Task Order and will commence debris dumpsite management and reduction operations within 24 hours of issuance of the Task Order.

C2.3.2 The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by the Contracting Officer.

### **C2.4.0 EQUIPMENT**

C2.4.1 All equipment must be in compliance with all applicable federal, state, and local rules and regulations.

### **C2.5.0 REPORTING**

C2.5.1 The Contractor shall submit a report to the COR by close of business each day throughout the specified schedule. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Daily and cumulative hours for each piece of equipment
- Daily and cumulative hours for personnel, by unit cost or
- Daily and cumulative cubic yards removed (See C2.7.1.2. Phase II)

### **C2.6.0 OTHER CONSIDERATIONS**

C2.6.1 For all conditions under Part II, The Contractor shall comply and provide compliance with required Operations Manager as stated in section C1.7.1 of Part I.

C2.6.2 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform as specified in the task order.

C2.6.3 The Contractor must be duly licensed to perform the work in the state per statutory requirements. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits is necessary to perform under the contract. Copies of all permits shall be submitted to the COR prior to commencement.

C2.6.4 The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government.

C2.6.5 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

## **C2.7.0 SPECIAL BID ITEMS**

### **C2.7.1 Dumpsite Foreman**

C2.7.1.1 The dumpsite foreman is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris into burnable, mixed, and metal materials, burning and chipping, and safety.

C2.7.1.2 The dumpsite foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the contracting officers representative, including cubic yards reduced per day and cubic yards removed from site.

C2.7.1.3 The hourly manpower rate includes the cost of a cellular telephone, protective clothing (to include hard-hats and steel toed boots), fringe benefits, hand tools, supervision, transportation and any other costs.

### **C2.7.2 Night Foreman**

C2.7.2.1 The night foreman is responsible for managing all night operations that will be limited primarily to burning, unless adequate lighting and suitable conditions, as approved by the Contracting Officer, permit grinding.

C2.7.2.2 The night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the contracting officer's representative.

C2.7.2.3 All hourly manpower rates include the cost of a cellular telephone, protective clothing (to include hard-hats and safety shoes), fringe benefits, hand tools, security, supervision, transportation and any other costs.

### **C2.7.3 SITE MANAGEMENT PLAN**

C2.7.3.1 Once the dumpsite is located, the contractor shall provide a Site Management Plan. Five (5) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- a. Access to site
- b. Site preparation - clearing, erosion control, and grading
- c. Traffic control procedures
- d. Safety
- e. Segregation of debris
- f. Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- g. Location of incineration operations, chipping operation (if required). Burning operations require a 100 foot clearance for the stockpile and a 1000 foot clearance for structures.
- h. Location of existing structures or sensitive areas requiring protection.

C2.7.3.2 This item includes all labor and materials costs associated with developing this plan.

### **C2.7.4 INSPECTION TOWER**

C2.7.4.1 The contractor shall construct an inspection tower using pressure treated wood. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be 8' by 8', constructed of 2"x8" joists, 16" O.C. with 3/4" plywood supported by four 6" x 6" posts. A 4 foot high wall constructed of 2" x 4" studs and 1/2 inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 7 ft. of headroom below the support beams. Wooden steps shall provide access with a handrail. Include the construction of a work table, 4' x 2-1/2' x 3/4" plywood supported at all four corners. The inspection tower shall be adequately anchored.

C2.7.4.2 This item includes all labor and materials costs associated with constructing the inspection tower.

C2.7.4.3 Hauling operations will not be allowed into the reduction site until an inspection platform is provided. A temporary mechanical lift may be used until a fixed tower can be constructed as specified.

## **C2.7.5 HAZARDOUS MATERIALS CONTAINMENT AREA**

C2.7.5.1 The contractor shall construct a hazardous material containment area. This area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Additional plastic or tarp sufficient to cover the area is required to prevent rain or snow from entering the containment. It is the Contractors responsibility to be informed of all laws pertaining to the handling of hazardous materials.

Site runoff must be redirected from the containment area by site grading. See Section J, Attachment.

C2.7.5.2 This item includes all labor and materials costs associated with constructing this containment area.

## **C2.8.0 SAFETY PROVISIONS**

C2.8.1 The safety provisions as specified herein refer to the Sep 1996 edition of EM 385-1-1. Associated safety checklists can be provided if requested.

C2.8.2. Accident Investigations and Reporting. Refer to EM 385- 1-1, Section 01.D. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his/her representative immediately and the accident report submitted on Eng Form 3394 within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

C2.8.3. Accident Prevention Program. (Refer to contract clause entitled, "Accident Prevention" (*FAR 52.236-13*).) Within two (2) days after receipt of Award of the contract, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall be prepared in accordance with EM 385-1-1. A copy of company policy statement regarding accident prevention will be required.

The Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his/her authorized representative.

C2.8.4. Comprehensive Hazard Communication Program. The Contractor shall develop, implement, and maintain at the workplace a written, Comprehensive Hazard Communication Program (see Section 01.B.04 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Material Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of material safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard

Communication Program and the Material Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the Contractor's employees as part of its Accident Prevention Program.

C2.8.5. Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

- (1) Locations of areas where inspections were made.
- (2) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

C2.8.6. Ground Fault Protection. Electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Section 11.C.05.

C2.8.7. Haul Roads. Whenever required, one-way/two-way haul roads may be used on this contract will be based on site specific requirements. Haul roads built shall be graded and maintained to keep the surface free from potholes, ruts and similar conditions.

C2.8.8. Temporary Safety Construction Fence. The Contractor maybe required to provide erect and maintain a temporary safety construction fence around the limits of work.

C2.8.9. Hazardous Energy Protection. The Contractor shall develop, implement and maintain at the workplace, a written Control of Hazardous Energy (Lockout/Tagout) System. Refer to Section 12 of EM 385-1-1.

## **C2.9.0 MEASUREMENT**

C2.9.1 Payment for work completed will be based on verified hours, to the nearest ¼ hour, worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes of a workday will not be considered for payment.

C2.9.2 Contractor shall be paid based upon an hourly rate per bid schedule or volumetric measurement as specified in the task order.

## **C2.10.0 PAYMENT**

C2.10.1 The Contractor will be entitled to invoice for 60% of the mobilization and demobilization line item after all equipment is delivered to the designated work site. The remaining 40% will be due after all equipment is removed from the work site, all vehicle signs have been returned to the government and the COR has received a proper invoice.

C2.9.10.2 All payments made under this task order will be in accordance with the foregoing and the PAYMENTS clauses.

## Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE

#### **E.1. CONTRACTOR'S DAILY INSPECTION REPORT**

Contractor's Inspection Report shall be prepared in a format approved by the Authorized Representative of the Contracting Officer. Report shall be completed and submitted daily by the Contractor to the Authorized Representative of the Contracting Officer.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

## Section H - Special Contract Requirements

### SPECIAL CONTRACT REQUIREMENTS

#### **H.1. FEMA RELATED WORK**

This award is for all FEMA related work for debris removal, disposal and site management after any natural or man-made disaster. The Government reserves the right to use its discretion in the award of any non-FEMA related work.

#### **H.2. PREFERENCE FOR LOCAL FIRMS IN MAJOR DISASTER AREAS**

Pursuant to 42 U.S.C. 5150 and as implemented by Federal Acquisition Regulation Subpart 26.2, a preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in the area affected by a major disaster or emergency. The authority to provide preference under this subpart applies only to those acquisitions conducted during the term of a major disaster or emergency declaration made by the President of the United States under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, et seq.).

#### **H.3. RELEASE OF NEWS INFORMATION**

No news release (including photographs, films, public announcements or denial of confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made by the Contractor without the prior written approval of the Contracting Officer.

#### **H.4. REQUIRED INSURANCE**

The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation."

##### **Workmen's Compensation and Employers' Liability Insurance:**

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits. Employers' Liability Coverage with a minimum limit of \$100,000. (The contractor shall verify with the State Board of Workers Compensation for each state in which performance is required in connection with this contract, to determine his or her own applicability with respect to this provision.)

##### **Comprehensive Automobile Liability Insurance:**

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. Property Damage Coverage with a minimum limit of \$20,000 per occurrence.

##### **Comprehensive General Liability Insurance:**

Bodily injury coverage with minimum of \$500,000 per occurrence.

At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Current Certificate of Insurance shall be furnished to the Contracting Officer within five (5) days after award of contract.

#### **H.5. SAFETY REQUIREMENTS**

All contractors must comply with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 in effect on date of solicitation. The prime contractor is solely responsible to assure the safety of contract personnel in all contract activities that they and their subcontractors perform. The contractor shall also provide and take

necessary measures to protect the public and Corps personnel during their activities. Actions may include but are not limited to providing flagman, ground guides, fencing, security guards, traffic control, removal of unsafe equipment and removal of unsafe workers.

The contractor shall have a comprehensive Safety and Occupational Health (SOH) program. The contractor shall provide on site staff to provide for a safe work environment and strive to execute this contract without a lost time accident or injury.

The contractor's final Accident Prevention plan including Activity Hazard analyses shall be submitted within two (2) days after award.

#### **H.6. MOBILIZATION OF ADDITIONAL CONTRACTORS**

The Government reserves the right to mobilize additional contractors if it is determined necessary to meet disaster response mission requirements.

#### **H.7. WAGE RATE APPLICABILITY**

Department of Labor Wage Determinations are located in Section J. Applicable wage rates will be specified in the Task Order.

#### **H.8. ADDITIONAL SOCIO ECONOMIC REPORTING**

In addition to FAR 52.219-9, the following reporting will be required:

Special Small Business/Local Business reporting requirement: In addition to other contract requirements of this contract, contractor shall, as a part of its subcontract program management and subcontracting plan, submit a report within 7 days of contract award, and weekly thereafter for the first 90 days of contract performance. Thereafter, reports will be submitted monthly. The report shall include information on all subcontract work awarded. Report format may be selected by the contractor, but as a minimum, the report shall include total dollars awarded on the contract to date to each of the following categories: large business, small business, small disadvantaged business, HUBZone small business, women-owned small business, service-disabled veteran-owned small business, veteran owned small business, Historically Black Colleges/Minority Institutions. Also report total dollars awarded to local businesses in each of the following categories large business, small business, small disadvantaged business, HUBZone small business, women-owned small business, service-disabled veteran-owned small business, veteran owned small business, Historically Black Colleges/Minority Institutions. An example report form will be provided at contract award. Report shall be submitted to Karen Brady, Deputy for Small Business, U.S. Army, Corps of Engineers, Memphis District, and Diane Taylor, New Orleans District. Other reporting requirements of this contract remain unchanged.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

## 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

## 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

## 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

## 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but

excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding

any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR

database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded

Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by

other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

#### 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or

pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

#### 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

#### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for

evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

#### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 30 September 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. There is no minimum order limitation.

(b) Maximum order. The maximum order limitation is \$500 million. The Contractor shall honor any order exceeding the maximum order limitations, unless that order (or orders) is returned to the ordering office within one (1) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2006.

(End of clause)

52.217-9

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract at the point that the initial award value of \$500 million has been obligated. An additional \$500 million may be exercised giving the contract a total aggregate value of \$1 billion. The Government may by written notice exercise this option. The contractor shall not proceed beyond the initial \$500 million without said notice.

(b)

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 September 2006.  
(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

## 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in

support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizaions.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

#### 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

#### 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

#### 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized

records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This

paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

#### 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which

the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State

Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

#### THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class    Monetary Wage-Fringe Benefits

Laborer	WG-03 (\$13.11)
Truck driver,	XF-8 (\$20.22)
Equipment Operator	XF-11(\$24.43)

(End of clause)

## 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://terlist1.html). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://epls.arnet.gov/News.html>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

#### 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has

agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-16

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JUL 2000)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor may be required to furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to \$100 million of the original contract price and a payment bond (Standard Form 1416) in an amount equal to \$100 million of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within one (1) days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date,

that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

#### 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

#### 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing

office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the

terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

## 52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(End of clause)

## 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

## 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price)	(1) 50	(1) 50	(1) 25	25

incentive contracts)				
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall

not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . ., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

#### 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes,

(8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(d) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
  - (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
    - (1) Suspension or debarment;
    - (2) Cancellation of the contract at no cost to the Government; or
    - (3) Termination of the contract for default.
  - (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
    - (1) The person involved;
    - (2) The nature of the conviction and resultant sentence or punishment imposed;
    - (3) The reasons for the requested waiver; and
    - (4) An explanation of why a waiver is in the interest of national security.
  - (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
  - (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.
- (End of clause)

#### 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

- (a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.
- (b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.
- (e) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

#### 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-

name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

##### (a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and

Nonprocurement Programs.

(End of clause)

#### 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

#### 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority institutions*, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan.

Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

#### 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

##### (a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in

FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international

waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any

other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
-----	-----	-----
-----	-----	-----
-----	-----	-----
TOTAL	-----	-----

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

#### 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

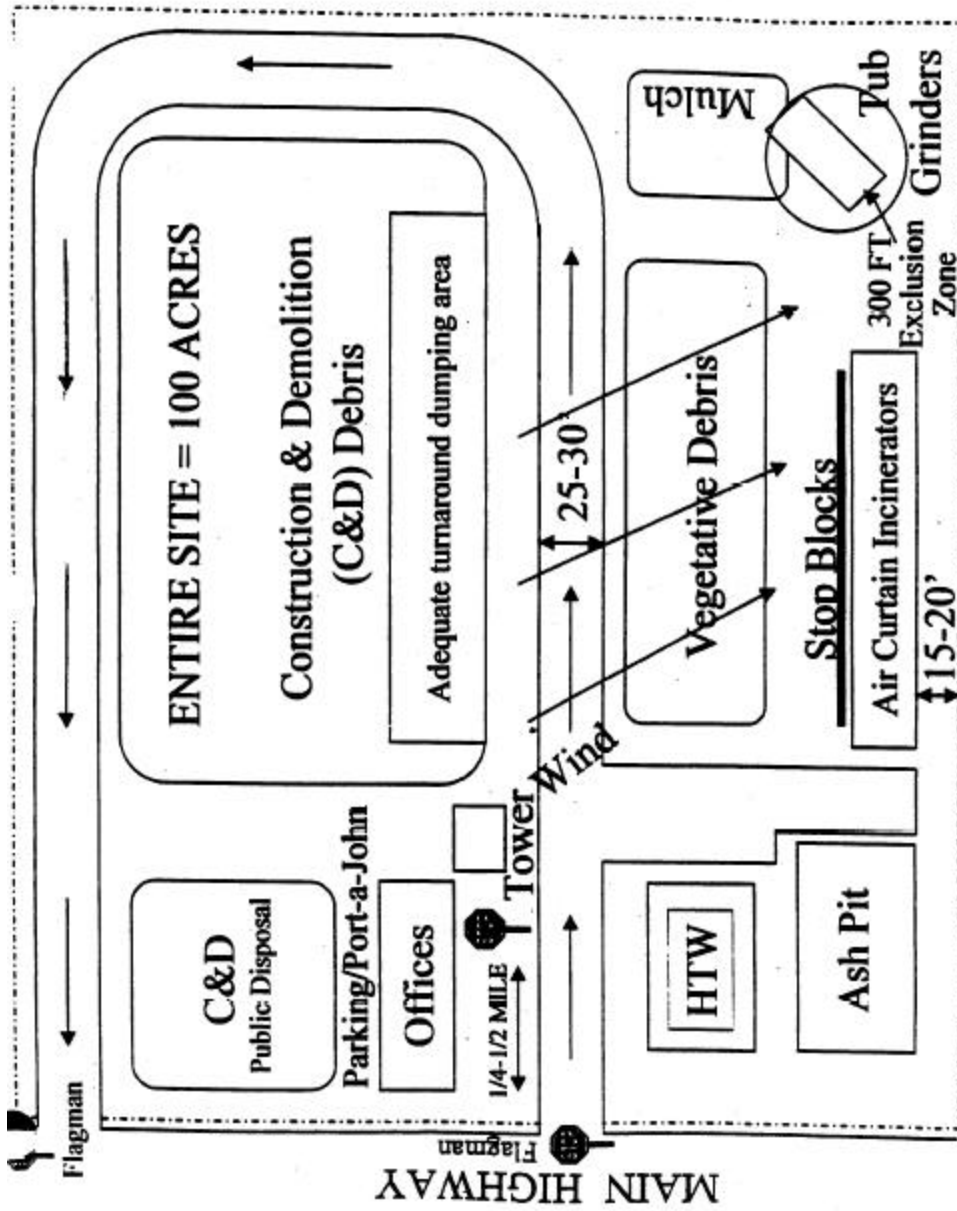
(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

SECTION J List of Attachments

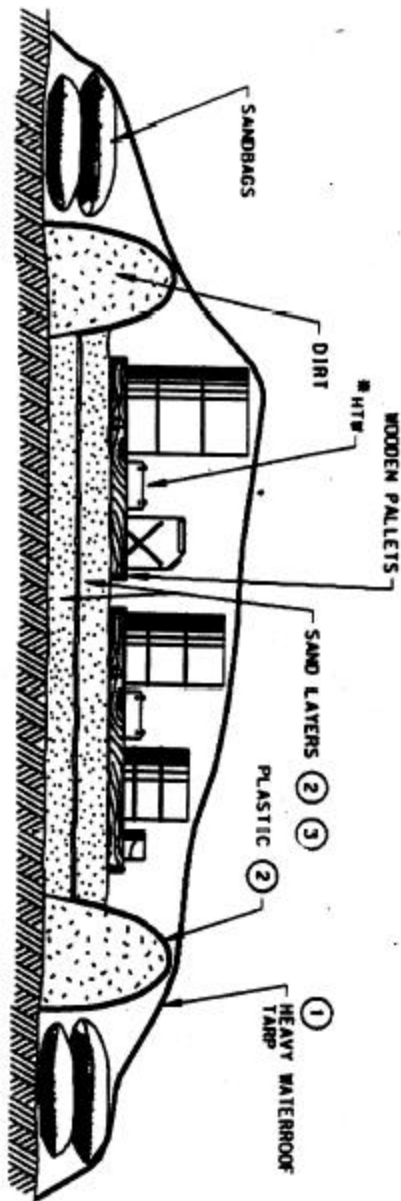
1. Reduction Site
2. HTW containment cell
3. Truck tailgate policy
4. Load Ticket



\* HTW INCLUDES: PAINT, SOLVENTS, POA (PETROLEUM, OIL & LUBRICANTS),  
BATTERIES, ANT-FREEZE, PROPANE TANKS, ASPHALT

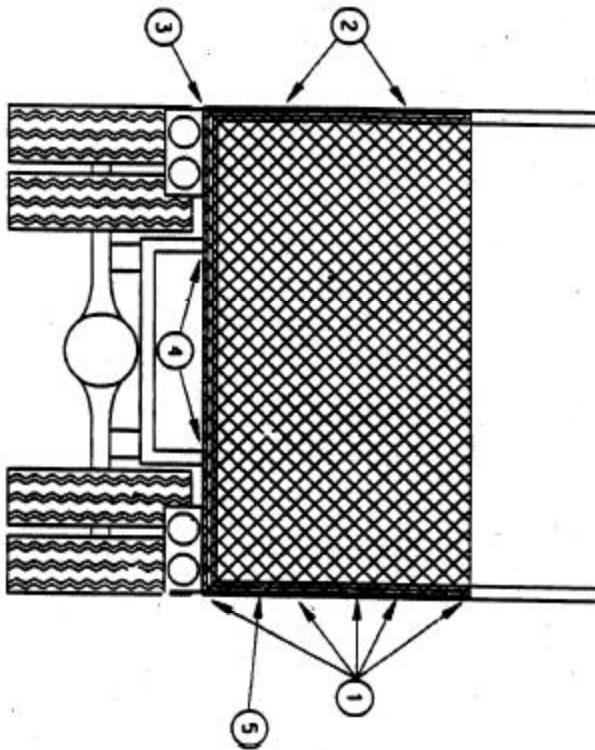
NOTES:

- ① CONTAINMENT CELL MUST BE COVERED AT ALL TIMES
- ② PLASTIC IS SANDWICHED BETWEEN LAYERS TO PREVENT PLASTIC FROM TEARING
- ③ CONTAMINATED SAND SHALL BE PROPERLY CONTAINED & DISPOSED OF AS HAZARDOUS WASTE



FIELD EXPEDIENT HTW CONTAINMENT CELL

W912P8-05-R-0048



### TAILGATE FENCING

- ① ATTACH FENCING PERMANENTLY TO ONE SIDE OF TRUCK BED
- ② AFTER LOADING, TIE FENCING TO OTHER SIDE OF TRUCK BED AT TWO PLACES WITH HEAVY GAGE WIRE
- ③ FENCING MUST EXTEND TO BOTTOM OF BED
- ④ AFTER LOADING, BOTTOM OF FENCING SHALL BE TIGHT AGAINST THE BED OF THE TRUCK AND SECURED AT A MINIMUM OF TWO LOCATIONS
- ⑤ USE SOLID IRON METAL BARS ON TWO SIDES OF THE FENCING

Sample Load Ticket

WAGE  
94-2229

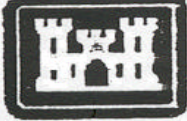
WAGE  
REV (27)

HEALTH AND  
ONLY \*\*OTHER

DETERMINATION, LOUISIANA  
LA, ALEXANDRIA

DETERMINATION NO: 94-2229  
AREA: LA, ALEXANDRIA

WELFARE LEVEL - INSURANCE  
WELFARE LEVEL WD: 94-2230

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Capacity (CY):	
Load Size (CY):	Tons:	
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mired	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
 <p>US Army Corps of Engineers</p> <p>Engineers</p> <p>Original: Corps of Yellow: Contractor Pink: Driver Gold: Sub-Contractor</p>		

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*****
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
| Wage Determination No.: 1994-2229
William W.Gross Division of | Revision No.: 27
Director Wage Determinations | Date Of Revision: 06/17/2005
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State: Louisiana

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Area: Louisiana Parishes of Acadia, Allen, Avoyelles, Beauregard, Caldwell,  
Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides,  
Sabine, Tensas, Vernon, Winn

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.85
01012 - Accounting Clerk II	11.28
01013 - Accounting Clerk III	14.20
01014 - Accounting Clerk IV	15.45
01030 - Court Reporter	12.66
01050 - Dispatcher, Motor Vehicle	11.69
01060 - Document Preparation Clerk	9.27
01070 - Messenger (Courier)	7.79
01090 - Duplicating Machine Operator	9.27
01110 - Film/Tape Librarian	12.02
01115 - General Clerk I	9.06
01116 - General Clerk II	10.03
01117 - General Clerk III	11.03
01118 - General Clerk IV	13.19
01120 - Housing Referral Assistant	14.59
01131 - Key Entry Operator I	8.96
01132 - Key Entry Operator II	11.37
01191 - Order Clerk I	11.12
01192 - Order Clerk II	13.15
01261 - Personnel Assistant (Employment) I	10.58
01262 - Personnel Assistant (Employment) II	12.35
01263 - Personnel Assistant (Employment) III	13.83
01264 - Personnel Assistant (Employment) IV	15.85
01270 - Production Control Clerk	17.34
01290 - Rental Clerk	10.95
01300 - Scheduler, Maintenance	11.30
01311 - Secretary I	11.30
01312 - Secretary II	12.55
01313 - Secretary III	14.59
01314 - Secretary IV	16.21
01315 - Secretary V	17.65
01320 - Service Order Dispatcher	15.20
01341 - Stenographer I	10.42
01342 - Stenographer II	11.13
01400 - Supply Technician	16.21
01420 - Survey Worker (Interviewer)	12.21

01460 - Switchboard Operator-Receptionist	8.83
01510 - Test Examiner	12.55
01520 - Test Proctor	12.55
01531 - Travel Clerk I	9.46
01532 - Travel Clerk II	10.23
01533 - Travel Clerk III	11.01
01611 - Word Processor I	8.97
01612 - Word Processor II	10.12
01613 - Word Processor III	11.21
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.88
03041 - Computer Operator I	12.46
03042 - Computer Operator II	15.00
03043 - Computer Operator III	18.01
03044 - Computer Operator IV	19.99
03045 - Computer Operator V	22.20
03071 - Computer Programmer I (1)	15.39
03072 - Computer Programmer II (1)	19.07
03073 - Computer Programmer III (1)	22.96
03074 - Computer Programmer IV (1)	24.10
03101 - Computer Systems Analyst I (1)	20.65
03102 - Computer Systems Analyst II (1)	24.48
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.13
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.50
05010 - Automotive Glass Installer	12.76
05040 - Automotive Worker	12.76
05070 - Electrician, Automotive	13.63
05100 - Mobile Equipment Servicer	11.17
05130 - Motor Equipment Metal Mechanic	14.50
05160 - Motor Equipment Metal Worker	13.15
05190 - Motor Vehicle Mechanic	14.50
05220 - Motor Vehicle Mechanic Helper	10.15
05250 - Motor Vehicle Upholstery Worker	12.04
05280 - Motor Vehicle Wrecker	12.76
05310 - Painter, Automotive	13.63
05340 - Radiator Repair Specialist	12.76
05370 - Tire Repairer	10.79
05400 - Transmission Repair Specialist	14.50
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.70
07010 - Baker	11.30
07041 - Cook I	8.70
07042 - Cook II	10.58
07070 - Dishwasher	6.63
07130 - Meat Cutter	12.38
07250 - Waiter/Waitress	7.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.63
09040 - Furniture Handler	9.68
09070 - Furniture Refinisher	13.63
09100 - Furniture Refinisher Helper	10.15
09110 - Furniture Repairer, Minor	12.04
09130 - Upholsterer	13.63
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.26
11060 - Elevator Operator	7.95
11090 - Gardener	10.11
11121 - House Keeping Aid I	6.88

11122 - House Keeping Aid II	7.57
11150 - Janitor	8.11
11210 - Laborer, Grounds Maintenance	9.06
11240 - Maid or Houseman	6.88
11270 - Pest Controller	10.66
11300 - Refuse Collector	8.71
11330 - Tractor Operator	8.10
11360 - Window Cleaner	9.02
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.75
12071 - Licensed Practical Nurse I	11.74
12072 - Licensed Practical Nurse II	13.19
12073 - Licensed Practical Nurse III	14.74
12100 - Medical Assistant	10.97
12130 - Medical Laboratory Technician	13.60
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.67
12222 - Nursing Assistant II	8.62
12223 - Nursing Assistant III	9.41
12224 - Nursing Assistant IV	10.55
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.86
12311 - Registered Nurse I	17.86
12312 - Registered Nurse II	21.85
12313 - Registered Nurse II, Specialist	21.85
12314 - Registered Nurse III	26.46
12315 - Registered Nurse III, Anesthetist	26.46
12316 - Registered Nurse IV	31.71
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.59
13011 - Exhibits Specialist I	11.61
13012 - Exhibits Specialist II	13.85
13013 - Exhibits Specialist III	17.78
13041 - Illustrator I	11.61
13042 - Illustrator II	13.85
13043 - Illustrator III	17.78
13047 - Librarian	17.82
13050 - Library Technician	11.35
13071 - Photographer I	10.46
13072 - Photographer II	12.49
13073 - Photographer III	16.02
13074 - Photographer IV	17.79
13075 - Photographer V	19.75
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.76
15030 - Counter Attendant	6.76
15040 - Dry Cleaner	8.17
15070 - Finisher, Flatwork, Machine	6.76
15090 - Presser, Hand	6.76
15100 - Presser, Machine, Drycleaning	6.76
15130 - Presser, Machine, Shirts	6.76
15160 - Presser, Machine, Wearing Apparel, Laundry	6.76
15190 - Sewing Machine Operator	8.64
15220 - Tailor	9.11
15250 - Washer, Machine	7.37
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.28
19040 - Tool and Die Maker	19.05

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.16
21020 - Material Coordinator	12.38
21030 - Material Expediter	12.38
21040 - Material Handling Laborer	9.84
21050 - Order Filler	9.92
21071 - Forklift Operator	12.10
21080 - Production Line Worker (Food Processing)	11.25
21100 - Shipping/Receiving Clerk	11.28
21130 - Shipping Packer	11.28
21140 - Store Worker I	8.82
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.53
21210 - Tools and Parts Attendant	12.10
21400 - Warehouse Specialist	11.92
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.17
23040 - Aircraft Mechanic Helper	12.84
23050 - Aircraft Quality Control Inspector	19.40
23060 - Aircraft Servicer	15.22
23070 - Aircraft Worker	16.15
23100 - Appliance Mechanic	15.34
23120 - Bicycle Repairer	10.79
23125 - Cable Splicer	18.95
23130 - Carpenter, Maintenance	13.63
23140 - Carpet Layer	14.39
23160 - Electrician, Maintenance	17.87
23181 - Electronics Technician, Maintenance I	16.15
23182 - Electronics Technician, Maintenance II	17.53
23183 - Electronics Technician, Maintenance III	19.11
23260 - Fabric Worker	13.90
23290 - Fire Alarm System Mechanic	16.26
23310 - Fire Extinguisher Repairer	11.92
23340 - Fuel Distribution System Mechanic	16.26
23370 - General Maintenance Worker	13.32
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.29
23430 - Heavy Equipment Mechanic	18.23
23440 - Heavy Equipment Operator	14.50
23460 - Instrument Mechanic	16.67
23470 - Laborer	9.67
23500 - Locksmith	15.34
23530 - Machinery Maintenance Mechanic	16.26
23550 - Machinist, Maintenance	16.49
23580 - Maintenance Trades Helper	11.17
23640 - Millwright	16.26
23700 - Office Appliance Repairer	15.34
23740 - Painter, Aircraft	15.34
23760 - Painter, Maintenance	13.63
23790 - Pipefitter, Maintenance	18.24
23800 - Plumber, Maintenance	17.26
23820 - Pneudraulic Systems Mechanic	16.26
23850 - Rigger	16.26
23870 - Scale Mechanic	14.39
23890 - Sheet-Metal Worker, Maintenance	16.26
23910 - Small Engine Mechanic	12.70
23930 - Telecommunication Mechanic I	16.26
23931 - Telecommunication Mechanic II	19.39
23950 - Telephone Lineman	16.68
23960 - Welder, Combination, Maintenance	14.50
23965 - Well Driller	16.26
23970 - Woodcraft Worker	16.26

23980 - Woodworker	11.92
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24600 - Chore Aid	7.57
24630 - Homemaker	11.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.26
25040 - Sewage Plant Operator	15.68
25070 - Stationary Engineer	16.05
25190 - Ventilation Equipment Tender	11.19
25210 - Water Treatment Plant Operator	15.68
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	10.72
27006 - Corrections Officer	12.33
27010 - Court Security Officer	12.62
27040 - Detention Officer	12.62
27070 - Firefighter	12.62
27101 - Guard I	8.63
27102 - Guard II	12.60
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.39
28020 - Hatch Tender	14.39
28030 - Line Handler	14.39
28040 - Stevedore I	13.64
28050 - Stevedore II	15.34
29000 - Technical Occupations	
21150 - Graphic Artist	19.28
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	13.16
29024 - Archeological Technician II	15.41
29025 - Archeological Technician III	19.78
29030 - Cartographic Technician	19.78
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.65
29040 - Civil Engineering Technician	18.15
29061 - Drafter I	10.78
29062 - Drafter II	12.91
29063 - Drafter III	15.41
29064 - Drafter IV	19.78
29081 - Engineering Technician I	10.78
29082 - Engineering Technician II	12.91
29083 - Engineering Technician III	15.41
29084 - Engineering Technician IV	19.78
29085 - Engineering Technician V	24.32
29086 - Engineering Technician VI	31.43
29090 - Environmental Technician	19.78
29100 - Flight Simulator/Instructor (Pilot)	24.48
29160 - Instructor	16.62
29210 - Laboratory Technician	14.32
29240 - Mathematical Technician	19.76
29361 - Paralegal/Legal Assistant I	16.25
29362 - Paralegal/Legal Assistant II	20.88
29363 - Paralegal/Legal Assistant III	23.82
29364 - Paralegal/Legal Assistant IV	28.81
29390 - Photooptics Technician	19.78
29480 - Technical Writer	24.35
29491 - Unexploded Ordnance (UXO) Technician I	20.02

29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	19.26
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.89
31260 - Parking and Lot Attendant	7.55
31290 - Shuttle Bus Driver	13.11
31300 - Taxi Driver	9.25
31361 - Truckdriver, Light Truck	13.59
31362 - Truckdriver, Medium Truck	14.76
31363 - Truckdriver, Heavy Truck	15.78
31364 - Truckdriver, Tractor-Trailer	15.78
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.65
99030 - Cashier	7.05
99041 - Carnival Equipment Operator	10.29
99042 - Carnival Equipment Repairer	11.33
99043 - Carnival Worker	7.27
99050 - Desk Clerk	8.63
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	11.97
99510 - Recycling Worker	8.77
99610 - Sales Clerk	9.98
99620 - School Crossing Guard (Crosswalk Attendant)	8.68
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	14.27
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.98
99660 - Surveying Aide	8.80
99690 - Swimming Pool Operator	8.90
99720 - Vending Machine Attendant	8.62
99730 - Vending Machine Repairer	10.23
99740 - Vending Machine Repairer Helper	8.62

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage

rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2231 LA,BATON ROUGE

WAGE DETERMINATION NO: 94-2231 REV (25) AREA: LA,BATON ROUGE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2232

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2231
Director	Wage Determinations	Revision No.: 25
		Date Of Revision: 05/23/2005

State: Louisiana

Area: Louisiana Parishes of Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Livingston, Pointe Coupee, Saint James, St Helena, St Landry, St Martin, St Mary, Tangipahoa, West Baton Rouge, West Feliciana

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.09
01012 - Accounting Clerk II	11.64
01013 - Accounting Clerk III	14.83
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	18.19
01050 - Dispatcher, Motor Vehicle	15.28
01060 - Document Preparation Clerk	11.54
01070 - Messenger (Courier)	9.06
01090 - Duplicating Machine Operator	11.54
01110 - Film/Tape Librarian	9.52
01115 - General Clerk I	9.28
01116 - General Clerk II	10.42
01117 - General Clerk III	11.38
01118 - General Clerk IV	12.76
01120 - Housing Referral Assistant	17.11
01131 - Key Entry Operator I	10.23
01132 - Key Entry Operator II	11.63
01191 - Order Clerk I	10.25
01192 - Order Clerk II	11.82
01261 - Personnel Assistant (Employment) I	10.87
01262 - Personnel Assistant (Employment) II	12.22
01263 - Personnel Assistant (Employment) III	16.80
01264 - Personnel Assistant (Employment) IV	17.38
01270 - Production Control Clerk	17.34
01290 - Rental Clerk	8.78
01300 - Scheduler, Maintenance	11.05
01311 - Secretary I	11.05
01312 - Secretary II	16.54
01313 - Secretary III	17.11
01314 - Secretary IV	19.45

01315 - Secretary V	21.53
01320 - Service Order Dispatcher	10.62
01341 - Stenographer I	12.52
01342 - Stenographer II	14.17
01400 - Supply Technician	19.84
01420 - Survey Worker (Interviewer)	13.28
01460 - Switchboard Operator-Receptionist	10.04
01510 - Test Examiner	16.71
01520 - Test Proctor	16.71
01531 - Travel Clerk I	10.75
01532 - Travel Clerk II	11.37
01533 - Travel Clerk III	12.00
01611 - Word Processor I	10.18
01612 - Word Processor II	11.89
01613 - Word Processor III	13.91
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.98
03041 - Computer Operator I	12.98
03042 - Computer Operator II	14.49
03043 - Computer Operator III	19.12
03044 - Computer Operator IV	21.27
03045 - Computer Operator V	23.54
03071 - Computer Programmer I (1)	16.22
03072 - Computer Programmer II (1)	18.40
03073 - Computer Programmer III (1)	23.12
03074 - Computer Programmer IV (1)	25.24
03101 - Computer Systems Analyst I (1)	21.67
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.17
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.96
05010 - Automotive Glass Installer	16.05
05040 - Automotive Worker	16.05
05070 - Electrician, Automotive	16.99
05100 - Mobile Equipment Servicer	14.15
05130 - Motor Equipment Metal Mechanic	17.96
05160 - Motor Equipment Metal Worker	16.05
05190 - Motor Vehicle Mechanic	17.96
05220 - Motor Vehicle Mechanic Helper	14.15
05250 - Motor Vehicle Upholstery Worker	14.96
05280 - Motor Vehicle Wrecker	16.05
05310 - Painter, Automotive	16.99
05340 - Radiator Repair Specialist	16.05
05370 - Tire Repairer	13.67
05400 - Transmission Repair Specialist	17.96
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.69
07010 - Baker	10.65
07041 - Cook I	7.27
07042 - Cook II	8.63
07070 - Dishwasher	6.51
07130 - Meat Cutter	10.95
07250 - Waiter/Waitress	6.47
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.99
09040 - Furniture Handler	10.49
09070 - Furniture Refinisher	16.99
09100 - Furniture Refinisher Helper	12.73
09110 - Furniture Repairer, Minor	14.96

09130 - Upholsterer	16.99
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.32
11060 - Elevator Operator	7.75
11090 - Gardener	9.93
11121 - House Keeping Aid I	6.76
11122 - House Keeping Aid II	7.77
11150 - Janitor	7.75
11210 - Laborer, Grounds Maintenance	8.97
11240 - Maid or Houseman	6.80
11270 - Pest Controller	9.96
11300 - Refuse Collector	8.86
11330 - Tractor Operator	11.03
11360 - Window Cleaner	8.15
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.26
12071 - Licensed Practical Nurse I	12.50
12072 - Licensed Practical Nurse II	14.02
12073 - Licensed Practical Nurse III	15.69
12100 - Medical Assistant	10.51
12130 - Medical Laboratory Technician	14.61
12160 - Medical Record Clerk	9.95
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.26
12222 - Nursing Assistant II	8.16
12223 - Nursing Assistant III	8.91
12224 - Nursing Assistant IV	9.99
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.13
12311 - Registered Nurse I	17.49
12312 - Registered Nurse II	21.41
12313 - Registered Nurse II, Specialist	21.41
12314 - Registered Nurse III	25.90
12315 - Registered Nurse III, Anesthetist	25.90
12316 - Registered Nurse IV	31.02
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.45
13011 - Exhibits Specialist I	11.65
13012 - Exhibits Specialist II	16.38
13013 - Exhibits Specialist III	18.61
13041 - Illustrator I	12.02
13042 - Illustrator II	16.92
13043 - Illustrator III	20.69
13047 - Librarian	20.44
13050 - Library Technician	14.90
13071 - Photographer I	11.44
13072 - Photographer II	17.69
13073 - Photographer III	18.31
13074 - Photographer IV	21.64
13075 - Photographer V	26.19
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.41
15030 - Counter Attendant	7.41
15040 - Dry Cleaner	9.47
15070 - Finisher, Flatwork, Machine	7.41
15090 - Presser, Hand	7.41
15100 - Presser, Machine, Drycleaning	7.41
15130 - Presser, Machine, Shirts	7.41
15160 - Presser, Machine, Wearing Apparel, Laundry	7.41

15190 - Sewing Machine Operator	10.16
15220 - Tailor	10.84
15250 - Washer, Machine	8.10
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.99
19040 - Tool and Die Maker	20.71
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.38
21020 - Material Coordinator	17.34
21030 - Material Expediter	17.34
21040 - Material Handling Laborer	10.79
21050 - Order Filler	11.55
21071 - Forklift Operator	12.73
21080 - Production Line Worker (Food Processing)	12.73
21100 - Shipping/Receiving Clerk	11.63
21130 - Shipping Packer	11.63
21140 - Store Worker I	8.39
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.77
21210 - Tools and Parts Attendant	12.73
21400 - Warehouse Specialist	12.73
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.76
23040 - Aircraft Mechanic Helper	14.00
23050 - Aircraft Quality Control Inspector	20.78
23060 - Aircraft Servicer	16.46
23070 - Aircraft Worker	17.66
23100 - Appliance Mechanic	16.99
23120 - Bicycle Repairer	13.67
23125 - Cable Splicer	21.89
23130 - Carpenter, Maintenance	16.99
23140 - Carpet Layer	16.05
23160 - Electrician, Maintenance	19.88
23181 - Electronics Technician, Maintenance I	17.95
23182 - Electronics Technician, Maintenance II	21.41
23183 - Electronics Technician, Maintenance III	22.61
23260 - Fabric Worker	14.96
23290 - Fire Alarm System Mechanic	17.96
23310 - Fire Extinguisher Repairer	14.15
23340 - Fuel Distribution System Mechanic	18.25
23370 - General Maintenance Worker	16.05
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.96
23430 - Heavy Equipment Mechanic	18.07
23440 - Heavy Equipment Operator	17.96
23460 - Instrument Mechanic	17.96
23470 - Laborer	8.97
23500 - Locksmith	16.99
23530 - Machinery Maintenance Mechanic	19.68
23550 - Machinist, Maintenance	17.96
23580 - Maintenance Trades Helper	12.73
23640 - Millwright	18.08
23700 - Office Appliance Repairer	16.99
23740 - Painter, Aircraft	18.69
23760 - Painter, Maintenance	16.99
23790 - Pipefitter, Maintenance	19.08
23800 - Plumber, Maintenance	18.04
23820 - Pneudraulic Systems Mechanic	17.96
23850 - Rigger	17.96
23870 - Scale Mechanic	16.05
23890 - Sheet-Metal Worker, Maintenance	17.96
23910 - Small Engine Mechanic	16.05

23930 - Telecommunication Mechanic I	18.67
23931 - Telecommunication Mechanic II	19.64
23950 - Telephone Lineman	18.67
23960 - Welder, Combination, Maintenance	17.96
23965 - Well Driller	17.96
23970 - Woodcraft Worker	17.96
23980 - Woodworker	15.53
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.60
24580 - Child Care Center Clerk	11.99
24600 - Chore Aid	7.01
24630 - Homemaker	15.82
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.17
25040 - Sewage Plant Operator	16.99
25070 - Stationary Engineer	21.17
25190 - Ventilation Equipment Tender	13.64
25210 - Water Treatment Plant Operator	16.99
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	11.21
27006 - Corrections Officer	13.54
27010 - Court Security Officer	13.02
27040 - Detention Officer	13.54
27070 - Firefighter	13.13
27101 - Guard I	9.68
27102 - Guard II	11.41
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.06
28020 - Hatch Tender	16.06
28030 - Line Handler	16.06
28040 - Stevedore I	14.96
28050 - Stevedore II	16.99
29000 - Technical Occupations	
21150 - Graphic Artist	15.57
29010 - Air Traffic Control Specialist, Center (2)	31.48
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.91
29023 - Archeological Technician I	13.01
29024 - Archeological Technician II	14.52
29025 - Archeological Technician III	18.01
29030 - Cartographic Technician	19.12
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.67
29040 - Civil Engineering Technician	18.01
29061 - Drafter I	10.69
29062 - Drafter II	11.00
29063 - Drafter III	12.82
29064 - Drafter IV	18.01
29081 - Engineering Technician I	11.58
29082 - Engineering Technician II	13.00
29083 - Engineering Technician III	13.81
29084 - Engineering Technician IV	18.01
29085 - Engineering Technician V	22.03
29086 - Engineering Technician VI	26.66
29090 - Environmental Technician	17.30
29100 - Flight Simulator/Instructor (Pilot)	27.57
29160 - Instructor	20.59
29210 - Laboratory Technician	20.46
29240 - Mathematical Technician	18.01
29361 - Paralegal/Legal Assistant I	16.08

29362 - Paralegal/Legal Assistant II	18.90
29363 - Paralegal/Legal Assistant III	23.13
29364 - Paralegal/Legal Assistant IV	27.98
29390 - Photooptics Technician	18.01
29480 - Technical Writer	26.66
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.21
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.37
29622 - Weather Observer, Upper Air (3)	16.37
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.28
31260 - Parking and Lot Attendant	7.73
31290 - Shuttle Bus Driver	13.23
31300 - Taxi Driver	8.19
31361 - Truckdriver, Light Truck	13.23
31362 - Truckdriver, Medium Truck	14.74
31363 - Truckdriver, Heavy Truck	15.39
31364 - Truckdriver, Tractor-Trailer	15.39
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.93
99030 - Cashier	7.85
99041 - Carnival Equipment Operator	9.62
99042 - Carnival Equipment Repairer	10.48
99043 - Carnival Worker	7.11
99050 - Desk Clerk	9.60
99095 - Embalmer	20.02
99300 - Lifeguard	10.51
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.87
99500 - Recreation Specialist	13.32
99510 - Recycling Worker	9.93
99610 - Sales Clerk	9.63
99620 - School Crossing Guard (Crosswalk Attendant)	15.67
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	18.44
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.83
99660 - Surveying Aide	11.56
99690 - Swimming Pool Operator	11.02
99720 - Vending Machine Attendant	8.75
99730 - Vending Machine Repairer	11.02
99740 - Vending Machine Repairer Helper	8.75

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2235 LA,SHREVEPORT

WAGE DETERMINATION NO: 94-2235 REV (30) AREA: LA,SHREVEPORT

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2236

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2235
William W.Gross Division of	Revision No.: 30
Director Wage Determinations	Date Of Revision: 06/14/2005

States: Arkansas, Louisiana, Texas

Area: Arkansas Counties of Columbia, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Sevier  
Louisiana Parishes of Bienville, Bossier, Caddo, Claiborne, De Soto, East Carroll, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Union, Webster, West Carroll  
Texas Counties of Bowie, Camp, Cass, Cherokee, Franklin, Gregg, Harrison, Marion, Morris, Panola, Red River, Rusk, Titus, Upshur

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.61
01012 - Accounting Clerk II	11.70
01013 - Accounting Clerk III	13.90
01014 - Accounting Clerk IV	15.41
01030 - Court Reporter	17.04
01050 - Dispatcher, Motor Vehicle	14.23
01060 - Document Preparation Clerk	9.65
01070 - Messenger (Courier)	8.91
01090 - Duplicating Machine Operator	9.65
01110 - Film/Tape Librarian	10.13
01115 - General Clerk I	8.66
01116 - General Clerk II	9.75
01117 - General Clerk III	11.14
01118 - General Clerk IV	12.38
01120 - Housing Referral Assistant	14.95
01131 - Key Entry Operator I	9.85
01132 - Key Entry Operator II	10.75
01191 - Order Clerk I	10.82
01192 - Order Clerk II	12.07
01261 - Personnel Assistant (Employment) I	11.35
01262 - Personnel Assistant (Employment) II	12.88
01263 - Personnel Assistant (Employment) III	13.97
01264 - Personnel Assistant (Employment) IV	15.66
01270 - Production Control Clerk	14.34

01290 - Rental Clerk	10.33
01300 - Scheduler, Maintenance	11.18
01311 - Secretary I	11.18
01312 - Secretary II	13.33
01313 - Secretary III	14.95
01314 - Secretary IV	16.58
01315 - Secretary V	18.40
01320 - Service Order Dispatcher	11.94
01341 - Stenographer I	13.10
01342 - Stenographer II	14.23
01400 - Supply Technician	16.58
01420 - Survey Worker (Interviewer)	12.63
01460 - Switchboard Operator-Receptionist	8.78
01510 - Test Examiner	13.33
01520 - Test Proctor	13.33
01531 - Travel Clerk I	10.67
01532 - Travel Clerk II	11.30
01533 - Travel Clerk III	11.25
01611 - Word Processor I	10.14
01612 - Word Processor II	12.52
01613 - Word Processor III	13.90
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.99
03041 - Computer Operator I	12.99
03042 - Computer Operator II	14.07
03043 - Computer Operator III	17.77
03044 - Computer Operator IV	19.00
03045 - Computer Operator V	20.73
03071 - Computer Programmer I (1)	17.14
03072 - Computer Programmer II (1)	19.87
03073 - Computer Programmer III (1)	26.47
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.82
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.99
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.01
05010 - Automotive Glass Installer	16.26
05040 - Automotive Worker	16.26
05070 - Electrician, Automotive	18.06
05100 - Mobile Equipment Servicer	14.83
05130 - Motor Equipment Metal Mechanic	19.01
05160 - Motor Equipment Metal Worker	16.26
05190 - Motor Vehicle Mechanic	19.01
05220 - Motor Vehicle Mechanic Helper	13.88
05250 - Motor Vehicle Upholstery Worker	15.97
05280 - Motor Vehicle Wrecker	16.26
05310 - Painter, Automotive	18.06
05340 - Radiator Repair Specialist	16.26
05370 - Tire Repairer	14.33
05400 - Transmission Repair Specialist	19.01
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.16
07010 - Baker	9.06
07041 - Cook I	7.55
07042 - Cook II	8.62
07070 - Dishwasher	6.65
07130 - Meat Cutter	12.47
07250 - Waiter/Waitress	7.17

09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.06
09040 - Furniture Handler	11.41
09070 - Furniture Refinisher	18.06
09100 - Furniture Refinisher Helper	13.88
09110 - Furniture Repairer, Minor	15.97
09130 - Upholsterer	18.06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.24
11060 - Elevator Operator	7.58
11090 - Gardener	11.17
11121 - House Keeping Aid I	6.67
11122 - House Keeping Aid II	7.94
11150 - Janitor	7.58
11210 - Laborer, Grounds Maintenance	8.50
11240 - Maid or Houseman	6.67
11270 - Pest Controller	12.05
11300 - Refuse Collector	7.81
11330 - Tractor Operator	10.38
11360 - Window Cleaner	8.17
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.22
12071 - Licensed Practical Nurse I	10.62
12072 - Licensed Practical Nurse II	11.93
12073 - Licensed Practical Nurse III	13.35
12100 - Medical Assistant	10.43
12130 - Medical Laboratory Technician	13.19
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.40
12222 - Nursing Assistant II	8.32
12223 - Nursing Assistant III	9.08
12224 - Nursing Assistant IV	10.18
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.01
12311 - Registered Nurse I	16.59
12312 - Registered Nurse II	21.70
12313 - Registered Nurse II, Specialist	23.29
12314 - Registered Nurse III	24.57
12315 - Registered Nurse III, Anesthetist	24.57
12316 - Registered Nurse IV	29.43
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.74
13011 - Exhibits Specialist I	16.05
13012 - Exhibits Specialist II	20.65
13013 - Exhibits Specialist III	22.47
13041 - Illustrator I	16.05
13042 - Illustrator II	20.65
13043 - Illustrator III	22.47
13047 - Librarian	19.65
13050 - Library Technician	11.73
13071 - Photographer I	12.26
13072 - Photographer II	14.59
13073 - Photographer III	18.77
13074 - Photographer IV	20.74
13075 - Photographer V	25.10
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.44
15030 - Counter Attendant	7.44

15040 - Dry Cleaner	8.80
15070 - Finisher, Flatwork, Machine	7.44
15090 - Presser, Hand	7.44
15100 - Presser, Machine, Drycleaning	7.44
15130 - Presser, Machine, Shirts	7.44
15160 - Presser, Machine, Wearing Apparel, Laundry	7.44
15190 - Sewing Machine Operator	9.32
15220 - Tailor	9.82
15250 - Washer, Machine	7.77
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.06
19040 - Tool and Die Maker	22.69
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.06
21020 - Material Coordinator	15.20
21030 - Material Expediter	15.20
21040 - Material Handling Laborer	11.80
21050 - Order Filler	10.14
21071 - Forklift Operator	13.22
21080 - Production Line Worker (Food Processing)	13.22
21100 - Shipping/Receiving Clerk	11.59
21130 - Shipping Packer	11.59
21140 - Store Worker I	9.97
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.00
21210 - Tools and Parts Attendant	13.22
21400 - Warehouse Specialist	13.22
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.16
23040 - Aircraft Mechanic Helper	15.27
23050 - Aircraft Quality Control Inspector	21.97
23060 - Aircraft Servicer	17.57
23070 - Aircraft Worker	18.61
23100 - Appliance Mechanic	18.06
23120 - Bicycle Repairer	14.33
23125 - Cable Splicer	20.23
23130 - Carpenter, Maintenance	18.06
23140 - Carpet Layer	16.92
23160 - Electrician, Maintenance	20.75
23181 - Electronics Technician, Maintenance I	18.78
23182 - Electronics Technician, Maintenance II	22.31
23183 - Electronics Technician, Maintenance III	24.65
23260 - Fabric Worker	15.97
23290 - Fire Alarm System Mechanic	19.01
23310 - Fire Extinguisher Repairer	14.83
23340 - Fuel Distribution System Mechanic	19.01
23370 - General Maintenance Worker	16.26
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.01
23430 - Heavy Equipment Mechanic	19.01
23440 - Heavy Equipment Operator	19.01
23460 - Instrument Mechanic	19.01
23470 - Laborer	8.90
23500 - Locksmith	18.06
23530 - Machinery Maintenance Mechanic	19.12
23550 - Machinist, Maintenance	19.01
23580 - Maintenance Trades Helper	13.88
23640 - Millwright	19.01
23700 - Office Appliance Repairer	18.06
23740 - Painter, Aircraft	18.12
23760 - Painter, Maintenance	18.06
23790 - Pipefitter, Maintenance	20.57

23800 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	19.01
23850 - Rigger	19.01
23870 - Scale Mechanic	16.92
23890 - Sheet-Metal Worker, Maintenance	19.01
23910 - Small Engine Mechanic	16.92
23930 - Telecommunication Mechanic I	19.01
23931 - Telecommunication Mechanic II	19.97
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	19.01
23965 - Well Driller	19.01
23970 - Woodcraft Worker	19.01
23980 - Woodworker	14.83
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.63
24580 - Child Care Center Clerk	10.76
24600 - Chore Aid	7.73
24630 - Homemaker	12.49
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.91
25040 - Sewage Plant Operator	19.87
25070 - Stationary Engineer	23.24
25190 - Ventilation Equipment Tender	14.26
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
(not set) - Police Officer	16.01
27004 - Alarm Monitor	9.86
27006 - Corrections Officer	13.06
27010 - Court Security Officer	14.66
27040 - Detention Officer	13.06
27070 - Firefighter	14.36
27101 - Guard I	9.43
27102 - Guard II	12.24
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.70
28020 - Hatch Tender	16.26
28030 - Line Handler	16.26
28040 - Stevedore I	15.33
28050 - Stevedore II	17.32
29000 - Technical Occupations	
21150 - Graphic Artist	18.90
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	15.61
29024 - Archeological Technician II	17.55
29025 - Archeological Technician III	21.68
29030 - Cartographic Technician	21.68
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.30
29040 - Civil Engineering Technician	20.65
29061 - Drafter I	12.49
29062 - Drafter II	14.16
29063 - Drafter III	16.85
29064 - Drafter IV	21.68
29081 - Engineering Technician I	11.06
29082 - Engineering Technician II	14.56
29083 - Engineering Technician III	17.92
29084 - Engineering Technician IV	21.49
29085 - Engineering Technician V	25.36
29086 - Engineering Technician VI	28.46

29090 - Environmental Technician	21.68
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	18.99
29210 - Laboratory Technician	18.18
29240 - Mathematical Technician	22.84
29361 - Paralegal/Legal Assistant I	14.37
29362 - Paralegal/Legal Assistant II	17.87
29363 - Paralegal/Legal Assistant III	21.82
29364 - Paralegal/Legal Assistant IV	26.40
29390 - Photooptics Technician	21.68
29480 - Technical Writer	27.65
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	17.66
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.53
29622 - Weather Observer, Upper Air (3)	16.53
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.20
31260 - Parking and Lot Attendant	7.79
31290 - Shuttle Bus Driver	11.73
31300 - Taxi Driver	9.90
31361 - Truckdriver, Light Truck	11.62
31362 - Truckdriver, Medium Truck	15.53
31363 - Truckdriver, Heavy Truck	15.58
31364 - Truckdriver, Tractor-Trailer	15.58
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.26
99030 - Cashier	7.15
99041 - Carnival Equipment Operator	10.76
99042 - Carnival Equipment Repairer	11.59
99043 - Carnival Worker	7.88
99050 - Desk Clerk	7.91
99095 - Embalmer	17.93
99300 - Lifeguard	10.52
99310 - Mortician	17.82
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.24
99500 - Recreation Specialist	11.98
99510 - Recycling Worker	10.79
99610 - Sales Clerk	10.24
99620 - School Crossing Guard (Crosswalk Attendant)	8.15
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	17.37
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.52
99660 - Surveying Aide	11.32
99690 - Swimming Pool Operator	11.57
99720 - Vending Machine Attendant	10.78
99730 - Vending Machine Repairer	13.32
99740 - Vending Machine Repairer Helper	10.78

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2505 TX, BEAUMONT

WAGE DETERMINATION NO: 94-2505 REV (25) AREA: TX, BEAUMONT

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2506

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2505
William W. Gross	Revision No.: 25
Director	Date Of Revision: 05/23/2005
Division of Wage Determinations	

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States: Louisiana, Texas

Area: Louisiana Parishes of Calcasieu, Cameron, Jefferson Davis, Lafayette, Vermilion  
 Texas Counties of Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.20
01012 - Accounting Clerk II	12.22
01013 - Accounting Clerk III	16.60
01014 - Accounting Clerk IV	24.22
01030 - Court Reporter	19.22
01050 - Dispatcher, Motor Vehicle	14.73
01060 - Document Preparation Clerk	11.11
01070 - Messenger (Courier)	8.90
01090 - Duplicating Machine Operator	10.63
01110 - Film/Tape Librarian	11.80
01115 - General Clerk I	9.72
01116 - General Clerk II	10.93
01117 - General Clerk III	14.23
01118 - General Clerk IV	14.98
01120 - Housing Referral Assistant	17.72
01131 - Key Entry Operator I	9.09
01132 - Key Entry Operator II	12.73
01191 - Order Clerk I	9.50
01192 - Order Clerk II	10.37
01261 - Personnel Assistant (Employment) I	12.24
01262 - Personnel Assistant (Employment) II	14.60
01263 - Personnel Assistant (Employment) III	17.07
01264 - Personnel Assistant (Employment) IV	19.89
01270 - Production Control Clerk	20.78
01290 - Rental Clerk	10.66
01300 - Scheduler, Maintenance	11.01
01311 - Secretary I	11.01
01312 - Secretary II	15.21

01313 - Secretary III	17.72
01314 - Secretary IV	19.66
01315 - Secretary V	21.82
01320 - Service Order Dispatcher	10.66
01341 - Stenographer I	11.69
01342 - Stenographer II	13.94
01400 - Supply Technician	14.51
01420 - Survey Worker (Interviewer)	14.73
01460 - Switchboard Operator-Receptionist	8.98
01510 - Test Examiner	15.21
01520 - Test Proctor	15.21
01531 - Travel Clerk I	9.46
01532 - Travel Clerk II	10.23
01533 - Travel Clerk III	11.01
01611 - Word Processor I	10.93
01612 - Word Processor II	14.58
01613 - Word Processor III	18.63
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.69
03041 - Computer Operator I	13.13
03042 - Computer Operator II	16.05
03043 - Computer Operator III	20.24
03044 - Computer Operator IV	22.65
03045 - Computer Operator V	25.15
03071 - Computer Programmer I (1)	17.95
03072 - Computer Programmer II (1)	22.92
03073 - Computer Programmer III (1)	24.61
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.56
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.13
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.75
05010 - Automotive Glass Installer	19.85
05040 - Automotive Worker	19.85
05070 - Electrician, Automotive	20.77
05100 - Mobile Equipment Servicer	16.65
05130 - Motor Equipment Metal Mechanic	21.75
05160 - Motor Equipment Metal Worker	19.85
05190 - Motor Vehicle Mechanic	20.16
05220 - Motor Vehicle Mechanic Helper	15.67
05250 - Motor Vehicle Upholstery Worker	18.86
05280 - Motor Vehicle Wrecker	19.85
05310 - Painter, Automotive	19.25
05340 - Radiator Repair Specialist	19.85
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	21.75
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.07
07010 - Baker	10.18
07041 - Cook I	8.89
07042 - Cook II	10.18
07070 - Dishwasher	6.98
07130 - Meat Cutter	12.27
07250 - Waiter/Waitress	7.03
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	19.25
09040 - Furniture Handler	13.33
09070 - Furniture Refinisher	19.25

09100 - Furniture Refinisher Helper	15.67
09110 - Furniture Repairer, Minor	17.48
09130 - Upholsterer	19.25
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.20
11060 - Elevator Operator	7.79
11090 - Gardener	12.36
11121 - House Keeping Aid I	6.73
11122 - House Keeping Aid II	7.86
11150 - Janitor	7.79
11210 - Laborer, Grounds Maintenance	9.10
11240 - Maid or Houseman	6.73
11270 - Pest Controller	12.68
11300 - Refuse Collector	9.80
11330 - Tractor Operator	10.45
11360 - Window Cleaner	8.70
12000 - Health Occupations	
12020 - Dental Assistant	12.92
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.46
12071 - Licensed Practical Nurse I	11.94
12072 - Licensed Practical Nurse II	13.41
12073 - Licensed Practical Nurse III	15.00
12100 - Medical Assistant	11.56
12130 - Medical Laboratory Technician	14.04
12160 - Medical Record Clerk	10.51
12190 - Medical Record Technician	14.56
12221 - Nursing Assistant I	8.67
12222 - Nursing Assistant II	9.75
12223 - Nursing Assistant III	10.64
12224 - Nursing Assistant IV	11.94
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	12.91
12311 - Registered Nurse I	18.57
12312 - Registered Nurse II	22.73
12313 - Registered Nurse II, Specialist	22.73
12314 - Registered Nurse III	27.50
12315 - Registered Nurse III, Anesthetist	27.50
12316 - Registered Nurse IV	32.96
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.94
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	22.57
13013 - Exhibits Specialist III	23.71
13041 - Illustrator I	19.15
13042 - Illustrator II	22.57
13043 - Illustrator III	23.71
13047 - Librarian	21.13
13050 - Library Technician	10.85
13071 - Photographer I	13.59
13072 - Photographer II	18.46
13073 - Photographer III	21.75
13074 - Photographer IV	22.85
13075 - Photographer V	24.45
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.29
15030 - Counter Attendant	6.29
15040 - Dry Cleaner	8.18
15070 - Finisher, Flatwork, Machine	6.29
15090 - Presser, Hand	6.29
15100 - Presser, Machine, Drycleaning	6.29

15130 - Presser, Machine, Shirts	6.29
15160 - Presser, Machine, Wearing Apparel, Laundry	6.29
15190 - Sewing Machine Operator	8.64
15220 - Tailor	9.11
15250 - Washer, Machine	7.23
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.25
19040 - Tool and Die Maker	22.82
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.24
21020 - Material Coordinator	18.65
21030 - Material Expediter	18.65
21040 - Material Handling Laborer	9.37
21050 - Order Filler	9.09
21071 - Forklift Operator	15.40
21080 - Production Line Worker (Food Processing)	14.25
21100 - Shipping/Receiving Clerk	12.44
21130 - Shipping Packer	12.44
21140 - Store Worker I	9.67
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.71
21210 - Tools and Parts Attendant	14.43
21400 - Warehouse Specialist	14.25
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.16
23040 - Aircraft Mechanic Helper	15.67
23050 - Aircraft Quality Control Inspector	21.03
23060 - Aircraft Servicer	17.48
23070 - Aircraft Worker	18.40
23100 - Appliance Mechanic	19.25
23120 - Bicycle Repairer	16.09
23125 - Cable Splicer	20.16
23130 - Carpenter, Maintenance	19.25
23140 - Carpet Layer	18.40
23160 - Electrician, Maintenance	20.16
23181 - Electronics Technician, Maintenance I	17.26
23182 - Electronics Technician, Maintenance II	25.95
23183 - Electronics Technician, Maintenance III	27.00
23260 - Fabric Worker	17.48
23290 - Fire Alarm System Mechanic	20.16
23310 - Fire Extinguisher Repairer	16.65
23340 - Fuel Distribution System Mechanic	20.16
23370 - General Maintenance Worker	18.40
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.16
23430 - Heavy Equipment Mechanic	20.16
23440 - Heavy Equipment Operator	20.16
23460 - Instrument Mechanic	20.16
23470 - Laborer	9.37
23500 - Locksmith	19.25
23530 - Machinery Maintenance Mechanic	23.85
23550 - Machinist, Maintenance	21.67
23580 - Maintenance Trades Helper	15.06
23640 - Millwright	20.16
23700 - Office Appliance Repairer	19.25
23740 - Painter, Aircraft	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	22.19
23800 - Plumber, Maintenance	19.67
23820 - Pneudraulic Systems Mechanic	20.16
23850 - Rigger	20.16
23870 - Scale Mechanic	18.40

23890 - Sheet-Metal Worker, Maintenance	20.16
23910 - Small Engine Mechanic	18.40
23930 - Telecommunication Mechanic I	20.50
23931 - Telecommunication Mechanic II	21.39
23950 - Telephone Lineman	20.16
23960 - Welder, Combination, Maintenance	20.16
23965 - Well Driller	20.16
23970 - Woodcraft Worker	20.16
23980 - Woodworker	16.65
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.41
24580 - Child Care Center Clerk	11.75
24600 - Chore Aid	6.45
24630 - Homemaker	13.94
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.43
25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	22.43
25190 - Ventilation Equipment Tender	15.67
25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	
(not set) - Police Officer	19.18
27004 - Alarm Monitor	11.59
27006 - Corrections Officer	14.43
27010 - Court Security Officer	17.16
27040 - Detention Officer	14.43
27070 - Firefighter	16.49
27101 - Guard I	9.20
27102 - Guard II	11.89
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.38
28020 - Hatch Tender	15.38
28030 - Line Handler	15.38
28040 - Stevedore I	14.91
28050 - Stevedore II	16.42
29000 - Technical Occupations	
21150 - Graphic Artist	19.41
29010 - Air Traffic Control Specialist, Center (2)	35.18
29011 - Air Traffic Control Specialist, Station (2)	24.26
29012 - Air Traffic Control Specialist, Terminal (2)	26.71
29023 - Archeological Technician I	16.28
29024 - Archeological Technician II	18.22
29025 - Archeological Technician III	22.57
29030 - Cartographic Technician	25.96
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.57
29040 - Civil Engineering Technician	24.06
29061 - Drafter I	11.73
29062 - Drafter II	14.52
29063 - Drafter III	19.15
29064 - Drafter IV	22.57
29081 - Engineering Technician I	12.29
29082 - Engineering Technician II	15.22
29083 - Engineering Technician III	20.07
29084 - Engineering Technician IV	25.24
29085 - Engineering Technician V	25.57
29086 - Engineering Technician VI	27.36
29090 - Environmental Technician	20.75
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	23.52
29210 - Laboratory Technician	20.61

29240 - Mathematical Technician	22.57
29361 - Paralegal/Legal Assistant I	15.52
29362 - Paralegal/Legal Assistant II	19.94
29363 - Paralegal/Legal Assistant III	24.41
29364 - Paralegal/Legal Assistant IV	29.52
29390 - Photooptics Technician	22.57
29480 - Technical Writer	23.56
29491 - Unexploded Ordnance (UXO) Technician I	22.35
29492 - Unexploded Ordnance (UXO) Technician II	27.05
29493 - Unexploded Ordnance (UXO) Technician III	32.42
29494 - Unexploded (UXO) Safety Escort	22.35
29495 - Unexploded (UXO) Sweep Personnel	22.35
29620 - Weather Observer, Senior (3)	18.27
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	13.74
29622 - Weather Observer, Upper Air (3)	13.74
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.97
31260 - Parking and Lot Attendant	7.48
31290 - Shuttle Bus Driver	10.98
31300 - Taxi Driver	8.44
31361 - Truckdriver, Light Truck	10.98
31362 - Truckdriver, Medium Truck	11.80
31363 - Truckdriver, Heavy Truck	14.37
31364 - Truckdriver, Tractor-Trailer	14.37
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.65
99030 - Cashier	7.69
99041 - Carnival Equipment Operator	8.73
99042 - Carnival Equipment Repairer	10.33
99043 - Carnival Worker	6.85
99050 - Desk Clerk	9.41
99095 - Embalmer	22.35
99300 - Lifeguard	11.75
99310 - Mortician	23.71
99350 - Park Attendant (Aide)	14.75
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.64
99500 - Recreation Specialist	13.04
99510 - Recycling Worker	12.35
99610 - Sales Clerk	9.91
99620 - School Crossing Guard (Crosswalk Attendant)	8.20
99630 - Sport Official	15.00
99658 - Survey Party Chief (Chief of Party)	19.28
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.39
99660 - Surveying Aide	10.97
99690 - Swimming Pool Operator	13.55
99720 - Vending Machine Attendant	10.75
99730 - Vending Machine Repairer	13.55
99740 - Vending Machine Repairer Helper	10.75

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor

contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2233 LA,NEW ORLEANS

WAGE DETERMINATION NO: 94-2233 REV (25) AREA: LA,NEW ORLEANS

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2234

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
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| Wage Determination No.: 1994-2233
William W.Gross Division of | Revision No.: 25
Director Wage Determinations | Date Of Revision: 05/23/2005
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State: Louisiana

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Area: Louisiana Parishes of Jefferson, Lafourche, Orleans, Plaquemines, Saint John  
The Baptist, St Bernard, St Charles, St Tammany, Terrebonne, Washington

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.99
01012 - Accounting Clerk II	10.12
01013 - Accounting Clerk III	11.90
01014 - Accounting Clerk IV	14.38
01030 - Court Reporter	16.26
01050 - Dispatcher, Motor Vehicle	14.82
01060 - Document Preparation Clerk	11.90
01070 - Messenger (Courier)	10.01
01090 - Duplicating Machine Operator	11.90
01110 - Film/Tape Librarian	12.02
01115 - General Clerk I	6.62
01116 - General Clerk II	9.06
01117 - General Clerk III	9.89
01118 - General Clerk IV	11.84
01120 - Housing Referral Assistant	16.65
01131 - Key Entry Operator I	10.18
01132 - Key Entry Operator II	11.83
01191 - Order Clerk I	10.59
01192 - Order Clerk II	12.60
01261 - Personnel Assistant (Employment) I	9.28
01262 - Personnel Assistant (Employment) II	11.12
01263 - Personnel Assistant (Employment) III	14.41
01264 - Personnel Assistant (Employment) IV	15.75
01270 - Production Control Clerk	16.80
01290 - Rental Clerk	12.40
01300 - Scheduler, Maintenance	12.40
01311 - Secretary I	13.36
01312 - Secretary II	14.84
01313 - Secretary III	16.65
01314 - Secretary IV	19.66
01315 - Secretary V	22.88

01320 - Service Order Dispatcher	13.10
01341 - Stenographer I	13.43
01342 - Stenographer II	14.98
01400 - Supply Technician	19.66
01420 - Survey Worker (Interviewer)	11.88
01460 - Switchboard Operator-Receptionist	8.99
01510 - Test Examiner	14.84
01520 - Test Proctor	14.84
01531 - Travel Clerk I	10.75
01532 - Travel Clerk II	11.37
01533 - Travel Clerk III	12.00
01611 - Word Processor I	10.92
01612 - Word Processor II	12.95
01613 - Word Processor III	14.73
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.44
03041 - Computer Operator I	11.44
03042 - Computer Operator II	12.87
03043 - Computer Operator III	14.85
03044 - Computer Operator IV	16.48
03045 - Computer Operator V	18.28
03071 - Computer Programmer I (1)	18.77
03072 - Computer Programmer II (1)	21.62
03073 - Computer Programmer III (1)	26.77
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.18
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.07
05010 - Automotive Glass Installer	14.71
05040 - Automotive Worker	14.71
05070 - Electrician, Automotive	15.73
05100 - Mobile Equipment Servicer	12.65
05130 - Motor Equipment Metal Mechanic	16.63
05160 - Motor Equipment Metal Worker	14.71
05190 - Motor Vehicle Mechanic	16.63
05220 - Motor Vehicle Mechanic Helper	11.63
05250 - Motor Vehicle Upholstery Worker	13.69
05280 - Motor Vehicle Wrecker	14.71
05310 - Painter, Automotive	15.73
05340 - Radiator Repair Specialist	14.71
05370 - Tire Repairer	11.51
05400 - Transmission Repair Specialist	16.63
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.86
07010 - Baker	9.73
07041 - Cook I	8.17
07042 - Cook II	9.50
07070 - Dishwasher	6.86
07130 - Meat Cutter	10.81
07250 - Waiter/Waitress	6.70
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.81
09040 - Furniture Handler	10.80
09070 - Furniture Refinisher	14.81
09100 - Furniture Refinisher Helper	10.95
09110 - Furniture Repairer, Minor	12.89
09130 - Upholsterer	14.81

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.96
11060 - Elevator Operator	7.62
11090 - Gardener	10.49
11121 - House Keeping Aid I	6.86
11122 - House Keeping Aid II	7.62
11150 - Janitor	8.10
11210 - Laborer, Grounds Maintenance	8.73
11240 - Maid or Houseman	6.86
11270 - Pest Controller	11.08
11300 - Refuse Collector	9.56
11330 - Tractor Operator	10.11
11360 - Window Cleaner	9.08
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.16
12071 - Licensed Practical Nurse I	12.27
12072 - Licensed Practical Nurse II	14.29
12073 - Licensed Practical Nurse III	15.58
12100 - Medical Assistant	10.07
12130 - Medical Laboratory Technician	14.43
12160 - Medical Record Clerk	13.28
12190 - Medical Record Technician	16.38
12221 - Nursing Assistant I	7.90
12222 - Nursing Assistant II	8.89
12223 - Nursing Assistant III	9.69
12224 - Nursing Assistant IV	10.87
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	10.87
12311 - Registered Nurse I	20.30
12312 - Registered Nurse II	26.31
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.86
12315 - Registered Nurse III, Anesthetist	33.86
12316 - Registered Nurse IV	40.57
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.34
13011 - Exhibits Specialist I	16.73
13012 - Exhibits Specialist II	20.55
13013 - Exhibits Specialist III	25.07
13041 - Illustrator I	16.73
13042 - Illustrator II	20.55
13043 - Illustrator III	25.07
13047 - Librarian	19.20
13050 - Library Technician	13.07
13071 - Photographer I	13.59
13072 - Photographer II	16.73
13073 - Photographer III	20.55
13074 - Photographer IV	25.07
13075 - Photographer V	30.40
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.41
15030 - Counter Attendant	7.41
15040 - Dry Cleaner	9.47
15070 - Finisher, Flatwork, Machine	7.41
15090 - Presser, Hand	7.41
15100 - Presser, Machine, Drycleaning	7.41
15130 - Presser, Machine, Shirts	7.41
15160 - Presser, Machine, Wearing Apparel, Laundry	7.41
15190 - Sewing Machine Operator	10.16

15220 - Tailor	10.84
15250 - Washer, Machine	8.10
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.10
19040 - Tool and Die Maker	18.42
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.07
21020 - Material Coordinator	16.80
21030 - Material Expediter	16.80
21040 - Material Handling Laborer	14.29
21050 - Order Filler	10.32
21071 - Forklift Operator	13.56
21080 - Production Line Worker (Food Processing)	13.10
21100 - Shipping/Receiving Clerk	11.87
21130 - Shipping Packer	11.87
21140 - Store Worker I	8.63
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.69
21210 - Tools and Parts Attendant	13.56
21400 - Warehouse Specialist	13.56
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.35
23040 - Aircraft Mechanic Helper	15.63
23050 - Aircraft Quality Control Inspector	23.50
23060 - Aircraft Servicer	18.39
23070 - Aircraft Worker	19.78
23100 - Appliance Mechanic	15.53
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	19.21
23130 - Carpenter, Maintenance	15.77
23140 - Carpet Layer	14.66
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician, Maintenance I	19.07
23182 - Electronics Technician, Maintenance II	20.08
23183 - Electronics Technician, Maintenance III	21.26
23260 - Fabric Worker	13.57
23290 - Fire Alarm System Mechanic	16.88
23310 - Fire Extinguisher Repairer	12.46
23340 - Fuel Distribution System Mechanic	18.95
23370 - General Maintenance Worker	14.42
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.01
23430 - Heavy Equipment Mechanic	17.49
23440 - Heavy Equipment Operator	16.88
23460 - Instrument Mechanic	18.82
23470 - Laborer	9.68
23500 - Locksmith	15.77
23530 - Machinery Maintenance Mechanic	20.93
23550 - Machinist, Maintenance	18.64
23580 - Maintenance Trades Helper	10.95
23640 - Millwright	20.01
23700 - Office Appliance Repairer	15.77
23740 - Painter, Aircraft	15.77
23760 - Painter, Maintenance	16.92
23790 - Pipefitter, Maintenance	17.89
23800 - Plumber, Maintenance	16.92
23820 - Pneudraulic Systems Mechanic	16.88
23850 - Rigger	16.88
23870 - Scale Mechanic	14.66
23890 - Sheet-Metal Worker, Maintenance	16.88
23910 - Small Engine Mechanic	15.93
23930 - Telecommunication Mechanic I	20.06

23931 - Telecommunication Mechanic II	21.10
23950 - Telephone Lineman	20.06
23960 - Welder, Combination, Maintenance	16.88
23965 - Well Driller	16.88
23970 - Woodcraft Worker	16.88
23980 - Woodworker	11.91
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	11.57
24600 - Chore Aid	6.83
24630 - Homemaker	14.78
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.40
25040 - Sewage Plant Operator	14.81
25070 - Stationary Engineer	17.40
25190 - Ventilation Equipment Tender	11.70
25210 - Water Treatment Plant Operator	14.81
27000 - Protective Service Occupations	
(not set) - Police Officer	14.96
27004 - Alarm Monitor	10.52
27006 - Corrections Officer	10.87
27010 - Court Security Officer	12.33
27040 - Detention Officer	10.87
27070 - Firefighter	12.98
27101 - Guard I	8.15
27102 - Guard II	11.70
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.85
28020 - Hatch Tender	18.07
28030 - Line Handler	18.07
28040 - Stevedore I	14.62
28050 - Stevedore II	16.79
29000 - Technical Occupations	
21150 - Graphic Artist	19.58
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.70
29024 - Archeological Technician II	16.43
29025 - Archeological Technician III	20.35
29030 - Cartographic Technician	23.42
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.18
29040 - Civil Engineering Technician	21.48
29061 - Drafter I	14.84
29062 - Drafter II	17.03
29063 - Drafter III	19.46
29064 - Drafter IV	23.42
29081 - Engineering Technician I	15.87
29082 - Engineering Technician II	17.53
29083 - Engineering Technician III	19.69
29084 - Engineering Technician IV	23.86
29085 - Engineering Technician V	29.19
29086 - Engineering Technician VI	32.57
29090 - Environmental Technician	22.92
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	18.86
29210 - Laboratory Technician	19.83
29240 - Mathematical Technician	23.14
29361 - Paralegal/Legal Assistant I	15.50
29362 - Paralegal/Legal Assistant II	20.47

29363 - Paralegal/Legal Assistant III	25.05
29364 - Paralegal/Legal Assistant IV	30.33
29390 - Photooptics Technician	24.56
29480 - Technical Writer	23.99
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	16.36
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.65
31260 - Parking and Lot Attendant	7.29
31290 - Shuttle Bus Driver	12.43
31300 - Taxi Driver	8.57
31361 - Truckdriver, Light Truck	12.54
31362 - Truckdriver, Medium Truck	14.51
31363 - Truckdriver, Heavy Truck	15.01
31364 - Truckdriver, Tractor-Trailer	15.01
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.02
99030 - Cashier	7.18
99041 - Carnival Equipment Operator	9.86
99042 - Carnival Equipment Repairer	10.73
99043 - Carnival Worker	7.24
99050 - Desk Clerk	8.82
99095 - Embalmer	19.16
99300 - Lifeguard	10.52
99310 - Mortician	22.06
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	12.20
99510 - Recycling Worker	13.02
99610 - Sales Clerk	10.01
99620 - School Crossing Guard (Crosswalk Attendant)	8.06
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	17.37
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.78
99660 - Surveying Aide	12.84
99690 - Swimming Pool Operator	12.17
99720 - Vending Machine Attendant	11.07
99730 - Vending Machine Repairer	13.99
99740 - Vending Machine Repairer Helper	11.07

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director	Division of Wage Determinations
	Wage Determination No.: 1994-2297 Revision No.: 26 Date Of Revision: 05/23/2005

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State: Mississippi

Area: Mississippi Counties of Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.84
01012 - Accounting Clerk II	10.71
01013 - Accounting Clerk III	14.00
01014 - Accounting Clerk IV	16.68
01030 - Court Reporter	12.66
01050 - Dispatcher, Motor Vehicle	13.99
01060 - Document Preparation Clerk	9.38
01070 - Messenger (Courier)	8.26
01090 - Duplicating Machine Operator	10.27
01110 - Film/Tape Librarian	10.03
01115 - General Clerk I	8.86
01116 - General Clerk II	10.04
01117 - General Clerk III	10.94
01118 - General Clerk IV	12.27
01120 - Housing Referral Assistant	16.44
01131 - Key Entry Operator I	9.96
01132 - Key Entry Operator II	10.81
01191 - Order Clerk I	10.66
01192 - Order Clerk II	12.92
01261 - Personnel Assistant (Employment) I	10.57
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	14.43
01264 - Personnel Assistant (Employment) IV	16.20
01270 - Production Control Clerk	14.51
01290 - Rental Clerk	9.94
01300 - Scheduler, Maintenance	11.41
01311 - Secretary I	11.41
01312 - Secretary II	12.66
01313 - Secretary III	16.44
01314 - Secretary IV	19.90
01315 - Secretary V	20.17
01320 - Service Order Dispatcher	12.25
01341 - Stenographer I	11.77
01342 - Stenographer II	12.49
01400 - Supply Technician	17.35
01420 - Survey Worker (Interviewer)	12.10
01460 - Switchboard Operator-Receptionist	10.87
01510 - Test Examiner	12.66
01520 - Test Proctor	12.66
01531 - Travel Clerk I	9.50
01532 - Travel Clerk II	9.99
01533 - Travel Clerk III	10.48

01611 - Word Processor I	9.77
01612 - Word Processor II	12.09
01613 - Word Processor III	13.10
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.97
03041 - Computer Operator I	12.62
03042 - Computer Operator II	15.62
03043 - Computer Operator III	19.22
03044 - Computer Operator IV	24.55
03045 - Computer Operator V	27.20
03071 - Computer Programmer I (1)	15.94
03072 - Computer Programmer II (1)	18.78
03073 - Computer Programmer III (1)	24.22
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.54
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.70
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.23
05010 - Automotive Glass Installer	15.44
05040 - Automotive Worker	15.44
05070 - Electrician, Automotive	16.31
05100 - Mobile Equipment Servicer	13.56
05130 - Motor Equipment Metal Mechanic	17.17
05160 - Motor Equipment Metal Worker	15.44
05190 - Motor Vehicle Mechanic	16.52
05220 - Motor Vehicle Mechanic Helper	12.53
05250 - Motor Vehicle Upholstery Worker	14.42
05280 - Motor Vehicle Wrecker	15.44
05310 - Painter, Automotive	16.31
05340 - Radiator Repair Specialist	15.44
05370 - Tire Repairer	12.92
05400 - Transmission Repair Specialist	17.17
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.78
07010 - Baker	9.44
07041 - Cook I	8.12
07042 - Cook II	9.23
07070 - Dishwasher	6.42
07130 - Meat Cutter	12.38
07250 - Waiter/Waitress	6.56
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.33
09040 - Furniture Handler	9.68
09070 - Furniture Refinisher	15.33
09100 - Furniture Refinisher Helper	11.79
09110 - Furniture Repairer, Minor	13.56
09130 - Upholsterer	15.33
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.09
11060 - Elevator Operator	7.62
11090 - Gardener	12.90
11121 - House Keeping Aid I	6.85
11122 - House Keeping Aid II	7.62
11150 - Janitor	7.80

11210 - Laborer, Grounds Maintenance	8.79
11240 - Maid or Houseman	6.85
11270 - Pest Controller	11.19
11300 - Refuse Collector	7.72
11330 - Tractor Operator	11.93
11360 - Window Cleaner	8.72
12000 - Health Occupations	
12020 - Dental Assistant	14.54
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.04
12071 - Licensed Practical Nurse I	11.33
12072 - Licensed Practical Nurse II	12.71
12073 - Licensed Practical Nurse III	14.20
12100 - Medical Assistant	11.07
12130 - Medical Laboratory Technician	12.73
12160 - Medical Record Clerk	10.55
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.08
12222 - Nursing Assistant II	9.08
12223 - Nursing Assistant III	9.91
12224 - Nursing Assistant IV	11.12
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.34
12311 - Registered Nurse I	18.16
12312 - Registered Nurse II	22.23
12313 - Registered Nurse II, Specialist	22.23
12314 - Registered Nurse III	26.91
12315 - Registered Nurse III, Anesthetist	26.91
12316 - Registered Nurse IV	32.22
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.34
13011 - Exhibits Specialist I	12.99
13012 - Exhibits Specialist II	14.95
13013 - Exhibits Specialist III	18.30
13041 - Illustrator I	12.99
13042 - Illustrator II	14.95
13043 - Illustrator III	18.30
13047 - Librarian	16.56
13050 - Library Technician	10.38
13071 - Photographer I	12.42
13072 - Photographer II	14.01
13073 - Photographer III	16.88
13074 - Photographer IV	21.41
13075 - Photographer V	25.89
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.05
15030 - Counter Attendant	7.05
15040 - Dry Cleaner	8.14
15070 - Finisher, Flatwork, Machine	7.05
15090 - Presser, Hand	7.05
15100 - Presser, Machine, Drycleaning	7.05
15130 - Presser, Machine, Shirts	6.96
15160 - Presser, Machine, Wearing Apparel, Laundry	6.96
15190 - Sewing Machine Operator	8.69
15220 - Tailor	9.10
15250 - Washer, Machine	7.46
19000 - Machine Tool Operation and Repair Occupations	

19010 - Machine-Tool Operator (Toolroom)	15.32
19040 - Tool and Die Maker	18.56
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.99
21020 - Material Coordinator	14.51
21030 - Material Expediter	14.51
21040 - Material Handling Laborer	10.42
21050 - Order Filler	9.34
21071 - Forklift Operator	11.30
21080 - Production Line Worker (Food Processing)	11.30
21100 - Shipping/Receiving Clerk	10.85
21130 - Shipping Packer	11.70
21140 - Store Worker I	8.07
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.96
21210 - Tools and Parts Attendant	13.37
21400 - Warehouse Specialist	11.30
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	16.87
23040 - Aircraft Mechanic Helper	12.31
23050 - Aircraft Quality Control Inspector	17.71
23060 - Aircraft Servicer	14.17
23070 - Aircraft Worker	15.18
23100 - Appliance Mechanic	15.98
23120 - Bicycle Repairer	12.32
23125 - Cable Splicer	17.75
23130 - Carpenter, Maintenance	15.33
23140 - Carpet Layer	14.80
23160 - Electrician, Maintenance	22.67
23181 - Electronics Technician, Maintenance I	16.50
23182 - Electronics Technician, Maintenance II	17.35
23183 - Electronics Technician, Maintenance III	18.30
23260 - Fabric Worker	13.56
23290 - Fire Alarm System Mechanic	16.14
23310 - Fire Extinguisher Repairer	13.18
23340 - Fuel Distribution System Mechanic	16.14
23370 - General Maintenance Worker	14.93
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.19
23430 - Heavy Equipment Mechanic	16.14
23440 - Heavy Equipment Operator	16.14
23460 - Instrument Mechanic	16.14
23470 - Laborer	9.32
23500 - Locksmith	15.33
23530 - Machinery Maintenance Mechanic	17.75
23550 - Machinist, Maintenance	16.14
23580 - Maintenance Trades Helper	11.78
23640 - Millwright	16.14
23700 - Office Appliance Repairer	15.33
23740 - Painter, Aircraft	15.33
23760 - Painter, Maintenance	15.33
23790 - Pipefitter, Maintenance	16.42
23800 - Plumber, Maintenance	15.60
23820 - Pneudraulic Systems Mechanic	16.14
23850 - Rigger	16.14
23870 - Scale Mechanic	14.52
23890 - Sheet-Metal Worker, Maintenance	16.14
23910 - Small Engine Mechanic	14.52

23930 - Telecommunication Mechanic I	17.99
23931 - Telecommunication Mechanic II	18.88
23950 - Telephone Lineman	17.99
23960 - Welder, Combination, Maintenance	16.14
23965 - Well Driller	16.14
23970 - Woodcraft Worker	16.14
23980 - Woodworker	13.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.31
24580 - Child Care Center Clerk	9.15
24600 - Chore Aid	7.60
24630 - Homemaker	11.16
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.14
25040 - Sewage Plant Operator	15.33
25070 - Stationary Engineer	16.14
25190 - Ventilation Equipment Tender	11.78
25210 - Water Treatment Plant Operator	15.33
27000 - Protective Service Occupations	
(not set) - Police Officer	16.23
27004 - Alarm Monitor	11.58
27006 - Corrections Officer	12.60
27010 - Court Security Officer	14.00
27040 - Detention Officer	12.60
27070 - Firefighter	15.01
27101 - Guard I	7.58
27102 - Guard II	11.14
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	13.33
28020 - Hatch Tender	13.33
28030 - Line Handler	13.33
28040 - Stevedore I	11.72
28050 - Stevedore II	14.51
29000 - Technical Occupations	
21150 - Graphic Artist	16.29
29010 - Air Traffic Control Specialist, Center (2)	31.48
29011 - Air Traffic Control Specialist, Station (2)	21.74
29012 - Air Traffic Control Specialist, Terminal (2)	23.91
29023 - Archeological Technician I	11.07
29024 - Archeological Technician II	12.20
29025 - Archeological Technician III	16.62
29030 - Cartographic Technician	15.11
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.54
29040 - Civil Engineering Technician	16.36
29061 - Drafter I	13.58
29062 - Drafter II	15.25
29063 - Drafter III	19.14
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29081 - Engineering Technician I	10.29
29082 - Engineering Technician II	11.55
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29084 - Engineering Technician IV	15.99
29085 - Engineering Technician V	23.08
29086 - Engineering Technician VI	25.40
29090 - Environmental Technician	18.11
29100 - Flight Simulator/Instructor (Pilot)	30.38

29160 - Instructor	20.21
29210 - Laboratory Technician	13.50
29240 - Mathematical Technician	14.47
29361 - Paralegal/Legal Assistant I	14.19
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29494 - Unexploded (UXO) Safety Escort	20.02
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29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.33
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31260 - Parking and Lot Attendant	8.10
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31361 - Truckdriver, Light Truck	11.15
31362 - Truckdriver, Medium Truck	13.13
31363 - Truckdriver, Heavy Truck	14.99
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99042 - Carnival Equipment Repairer	10.35
99043 - Carnival Worker	7.05
99050 - Desk Clerk	8.12
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.00
99500 - Recreation Specialist	10.89
99510 - Recycling Worker	9.53
99610 - Sales Clerk	10.60
99620 - School Crossing Guard (Crosswalk Attendant)	8.47
99630 - Sport Official	9.21
99658 - Survey Party Chief (Chief of Party)	12.90
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.73
99660 - Surveying Aide	9.39
99690 - Swimming Pool Operator	12.90
99720 - Vending Machine Attendant	10.50
99730 - Vending Machine Repairer	12.90
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A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves.  
This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2295 MS,COLUMBUS

WAGE DETERMINATION NO: 94-2295 REV (25) AREA: MS,COLUMBUS

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2296

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2295
William W.Gross	Revision No.: 25
Director	Date Of Revision: 05/23/2005
Division of	
Wage Determinations	

State: Mississippi

Area: Mississippi Counties of Alcorn, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Lowndes, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tishomingo, Tunica, Union, Washington, Webster, Winston, Yalobusha

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.48
01012 - Accounting Clerk II	11.77
01013 - Accounting Clerk III	13.21
01014 - Accounting Clerk IV	14.78
01030 - Court Reporter	13.46
01050 - Dispatcher, Motor Vehicle	13.46
01060 - Document Preparation Clerk	9.69
01070 - Messenger (Courier)	9.25
01090 - Duplicating Machine Operator	9.69
01110 - Film/Tape Librarian	10.19
01115 - General Clerk I	9.88
01116 - General Clerk II	11.11
01117 - General Clerk III	11.80
01118 - General Clerk IV	13.57
01120 - Housing Referral Assistant	12.94
01131 - Key Entry Operator I	9.71
01132 - Key Entry Operator II	11.50
01191 - Order Clerk I	11.38
01192 - Order Clerk II	13.40
01261 - Personnel Assistant (Employment) I	11.31
01262 - Personnel Assistant (Employment) II	12.54
01263 - Personnel Assistant (Employment) III	13.33
01264 - Personnel Assistant (Employment) IV	15.50
01270 - Production Control Clerk	14.11
01290 - Rental Clerk	11.72

01300 - Scheduler, Maintenance	11.72
01311 - Secretary I	10.37
01312 - Secretary II	11.15
01313 - Secretary III	12.94
01314 - Secretary IV	14.38
01315 - Secretary V	15.92
01320 - Service Order Dispatcher	12.31
01341 - Stenographer I	13.14
01342 - Stenographer II	13.16
01400 - Supply Technician	16.25
01420 - Survey Worker (Interviewer)	11.05
01460 - Switchboard Operator-Receptionist	9.15
01510 - Test Examiner	11.15
01520 - Test Proctor	11.15
01531 - Travel Clerk I	9.71
01532 - Travel Clerk II	10.21
01533 - Travel Clerk III	10.75
01611 - Word Processor I	9.94
01612 - Word Processor II	11.15
01613 - Word Processor III	12.46
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.94
03041 - Computer Operator I	11.94
03042 - Computer Operator II	14.01
03043 - Computer Operator III	15.91
03044 - Computer Operator IV	17.68
03045 - Computer Operator V	19.60
03071 - Computer Programmer I (1)	14.14
03072 - Computer Programmer II (1)	17.37
03073 - Computer Programmer III (1)	24.48
03074 - Computer Programmer IV (1)	26.83
03101 - Computer Systems Analyst I (1)	23.43
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.94
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.60
05010 - Automotive Glass Installer	14.30
05040 - Automotive Worker	14.30
05070 - Electrician, Automotive	14.95
05100 - Mobile Equipment Servicer	12.96
05130 - Motor Equipment Metal Mechanic	15.60
05160 - Motor Equipment Metal Worker	14.30
05190 - Motor Vehicle Mechanic	15.60
05220 - Motor Vehicle Mechanic Helper	12.27
05250 - Motor Vehicle Upholstery Worker	13.59
05280 - Motor Vehicle Wrecker	14.30
05310 - Painter, Automotive	14.95
05340 - Radiator Repair Specialist	14.30
05370 - Tire Repairer	12.52
05400 - Transmission Repair Specialist	15.60
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.40
07010 - Baker	10.37
07041 - Cook I	9.35
07042 - Cook II	10.37

07070 - Dishwasher	7.40
07130 - Meat Cutter	10.37
07250 - Waiter/Waitress	7.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.95
09040 - Furniture Handler	10.91
09070 - Furniture Refinisher	14.95
09100 - Furniture Refinisher Helper	12.27
09110 - Furniture Repairer, Minor	13.59
09130 - Upholsterer	14.95
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.96
11060 - Elevator Operator	9.67
11090 - Gardener	11.66
11121 - House Keeping Aid I	7.40
11122 - House Keeping Aid II	8.99
11150 - Janitor	8.41
11210 - Laborer, Grounds Maintenance	8.73
11240 - Maid or Houseman	7.08
11270 - Pest Controller	12.31
11300 - Refuse Collector	9.53
11330 - Tractor Operator	10.92
11360 - Window Cleaner	10.34
12000 - Health Occupations	
12020 - Dental Assistant	11.48
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
12071 - Licensed Practical Nurse I	11.38
12072 - Licensed Practical Nurse II	12.78
12073 - Licensed Practical Nurse III	14.29
12100 - Medical Assistant	9.75
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	10.27
12190 - Medical Record Technician	14.22
12221 - Nursing Assistant I	7.72
12222 - Nursing Assistant II	8.68
12223 - Nursing Assistant III	9.46
12224 - Nursing Assistant IV	10.64
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	10.64
12311 - Registered Nurse I	17.74
12312 - Registered Nurse II	21.71
12313 - Registered Nurse II, Specialist	21.71
12314 - Registered Nurse III	26.26
12315 - Registered Nurse III, Anesthetist	26.26
12316 - Registered Nurse IV	31.48
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	14.20
13011 - Exhibits Specialist I	13.27
13012 - Exhibits Specialist II	16.20
13013 - Exhibits Specialist III	20.61
13041 - Illustrator I	11.06
13042 - Illustrator II	14.06
13043 - Illustrator III	17.19
13047 - Librarian	15.04
13050 - Library Technician	11.51
13071 - Photographer I	11.28

13072 - Photographer II	12.95
13073 - Photographer III	16.04
13074 - Photographer IV	19.63
13075 - Photographer V	23.75
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.99
15030 - Counter Attendant	6.99
15040 - Dry Cleaner	8.15
15070 - Finisher, Flatwork, Machine	6.99
15090 - Presser, Hand	6.99
15100 - Presser, Machine, Drycleaning	6.99
15130 - Presser, Machine, Shirts	6.99
15160 - Presser, Machine, Wearing Apparel, Laundry	6.99
15190 - Sewing Machine Operator	8.54
15220 - Tailor	8.93
15250 - Washer, Machine	7.37
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.95
19040 - Tool and Die Maker	17.66
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.24
21020 - Material Coordinator	14.42
21030 - Material Expediter	14.42
21040 - Material Handling Laborer	11.13
21050 - Order Filler	9.58
21071 - Forklift Operator	10.92
21080 - Production Line Worker (Food Processing)	12.27
21100 - Shipping/Receiving Clerk	10.69
21130 - Shipping Packer	10.69
21140 - Store Worker I	9.45
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.80
21210 - Tools and Parts Attendant	13.07
21400 - Warehouse Specialist	13.07
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.42
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft Quality Control Inspector	18.97
23060 - Aircraft Servicer	15.18
23070 - Aircraft Worker	15.96
23100 - Appliance Mechanic	14.95
23120 - Bicycle Repairer	12.52
23125 - Cable Splicer	17.12
23130 - Carpenter, Maintenance	14.95
23140 - Carpet Layer	14.30
23160 - Electrician, Maintenance	16.47
23181 - Electronics Technician, Maintenance I	16.58
23182 - Electronics Technician, Maintenance II	17.36
23183 - Electronics Technician, Maintenance III	18.15
23260 - Fabric Worker	13.59
23290 - Fire Alarm System Mechanic	15.60
23310 - Fire Extinguisher Repairer	12.96
23340 - Fuel Distribution System Mechanic	15.60
23370 - General Maintenance Worker	14.30
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.60
23430 - Heavy Equipment Mechanic	15.60
23440 - Heavy Equipment Operator	13.51

23460 - Instrument Mechanic	17.65
23470 - Laborer	8.65
23500 - Locksmith	14.95
23530 - Machinery Maintenance Mechanic	15.96
23550 - Machinist, Maintenance	15.60
23580 - Maintenance Trades Helper	12.27
23640 - Millwright	16.92
23700 - Office Appliance Repairer	14.95
23740 - Painter, Aircraft	14.95
23760 - Painter, Maintenance	14.95
23790 - Pipefitter, Maintenance	15.60
23800 - Plumber, Maintenance	14.95
23820 - Pneudraulic Systems Mechanic	15.60
23850 - Rigger	16.50
23870 - Scale Mechanic	14.30
23890 - Sheet-Metal Worker, Maintenance	15.60
23910 - Small Engine Mechanic	14.30
23930 - Telecommunication Mechanic I	16.00
23931 - Telecommunication Mechanic II	18.65
23950 - Telephone Lineman	15.60
23960 - Welder, Combination, Maintenance	15.60
23965 - Well Driller	17.16
23970 - Woodcraft Worker	17.16
23980 - Woodworker	12.96
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.15
24580 - Child Care Center Clerk	12.91
24600 - Chore Aid	8.45
24630 - Homemaker	14.95
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.91
25040 - Sewage Plant Operator	14.95
25070 - Stationary Engineer	16.91
25190 - Ventilation Equipment Tender	12.27
25210 - Water Treatment Plant Operator	14.95
27000 - Protective Service Occupations	
(not set) - Police Officer	16.01
27004 - Alarm Monitor	11.59
27006 - Corrections Officer	13.92
27010 - Court Security Officer	14.37
27040 - Detention Officer	13.92
27070 - Firefighter	13.17
27101 - Guard I	8.80
27102 - Guard II	13.10
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.96
28020 - Hatch Tender	15.73
28030 - Line Handler	15.73
28040 - Stevedore I	15.25
28050 - Stevedore II	16.79
29000 - Technical Occupations	
21150 - Graphic Artist	18.44
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	11.98

29024 - Archeological Technician II	13.28
29025 - Archeological Technician III	16.68
29030 - Cartographic Technician	17.41
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.43
29040 - Civil Engineering Technician	15.29
29061 - Drafter I	10.62
29062 - Drafter II	11.98
29063 - Drafter III	14.06
29064 - Drafter IV	17.41
29081 - Engineering Technician I	10.92
29082 - Engineering Technician II	12.26
29083 - Engineering Technician III	14.33
29084 - Engineering Technician IV	17.51
29085 - Engineering Technician V	21.41
29086 - Engineering Technician VI	25.88
29090 - Environmental Technician	17.81
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	18.66
29210 - Laboratory Technician	16.74
29240 - Mathematical Technician	17.41
29361 - Paralegal/Legal Assistant I	12.53
29362 - Paralegal/Legal Assistant II	14.73
29363 - Paralegal/Legal Assistant III	16.71
29364 - Paralegal/Legal Assistant IV	21.81
29390 - Photooptics Technician	17.41
29480 - Technical Writer	19.23
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.59
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.72
29622 - Weather Observer, Upper Air (3)	16.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.86
31260 - Parking and Lot Attendant	7.40
31290 - Shuttle Bus Driver	11.57
31300 - Taxi Driver	8.77
31361 - Truckdriver, Light Truck	11.57
31362 - Truckdriver, Medium Truck	12.09
31363 - Truckdriver, Heavy Truck	16.15
31364 - Truckdriver, Tractor-Trailer	16.15
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.35
99030 - Cashier	7.35
99041 - Carnival Equipment Operator	10.57
99042 - Carnival Equipment Repairer	11.17
99043 - Carnival Worker	8.14
99050 - Desk Clerk	9.00
99095 - Embalmer	17.93
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.75
99500 - Recreation Specialist	13.73

99510 - Recycling Worker	12.37
99610 - Sales Clerk	9.06
99620 - School Crossing Guard (Crosswalk Attendant)	7.40
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	13.65
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.59
99660 - Surveying Aide	9.19
99690 - Swimming Pool Operator	12.76
99720 - Vending Machine Attendant	12.10
99730 - Vending Machine Repairer	14.67
99740 - Vending Machine Repairer Helper	12.10

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as

screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
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- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
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Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2495 TN, MEMPHIS

WAGE DETERMINATION NO: 94-2495 REV (29) AREA: TN, MEMPHIS

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2496

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2495
William W. Gross	Revision No.: 29
Director	Date Of Revision: 05/23/2005
Division of	
Wage Determinations	

States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, McCracken Mississippi Counties of Benton, De Soto, Marshall, Tippah Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton, Weakley

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.84
01012 - Accounting Clerk II	11.94
01013 - Accounting Clerk III	13.41
01014 - Accounting Clerk IV	14.87
01030 - Court Reporter	16.54
01050 - Dispatcher, Motor Vehicle	15.13
01060 - Document Preparation Clerk	11.52
01070 - Messenger (Courier)	9.64
01090 - Duplicating Machine Operator	11.38
01110 - Film/Tape Librarian	12.11
01115 - General Clerk I	9.19
01116 - General Clerk II	10.28
01117 - General Clerk III	11.81
01118 - General Clerk IV	13.96
01120 - Housing Referral Assistant	19.00
01131 - Key Entry Operator I	10.73
01132 - Key Entry Operator II	11.38
01191 - Order Clerk I	10.73
01192 - Order Clerk II	13.16
01261 - Personnel Assistant (Employment) I	12.00
01262 - Personnel Assistant (Employment) II	14.18
01263 - Personnel Assistant (Employment) III	15.94
01264 - Personnel Assistant (Employment) IV	16.91

01270 - Production Control Clerk	14.59
01290 - Rental Clerk	13.69
01300 - Scheduler, Maintenance	13.69
01311 - Secretary I	14.74
01312 - Secretary II	16.64
01313 - Secretary III	19.51
01314 - Secretary IV	21.69
01315 - Secretary V	24.01
01320 - Service Order Dispatcher	13.69
01341 - Stenographer I	12.38
01342 - Stenographer II	14.56
01400 - Supply Technician	15.47
01420 - Survey Worker (Interviewer)	16.54
01460 - Switchboard Operator-Receptionist	11.38
01510 - Test Examiner	16.54
01520 - Test Proctor	16.54
01531 - Travel Clerk I	11.15
01532 - Travel Clerk II	11.87
01533 - Travel Clerk III	12.78
01611 - Word Processor I	12.01
01612 - Word Processor II	13.87
01613 - Word Processor III	16.54
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.49
03041 - Computer Operator I	13.64
03042 - Computer Operator II	16.28
03043 - Computer Operator III	18.88
03044 - Computer Operator IV	20.99
03045 - Computer Operator V	23.23
03071 - Computer Programmer I (1)	17.92
03072 - Computer Programmer II (1)	23.68
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.85
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.64
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.00
05010 - Automotive Glass Installer	14.13
05040 - Automotive Worker	14.16
05070 - Electrician, Automotive	15.82
05100 - Mobile Equipment Servicer	12.40
05130 - Motor Equipment Metal Mechanic	15.82
05160 - Motor Equipment Metal Worker	14.16
05190 - Motor Vehicle Mechanic	15.82
05220 - Motor Vehicle Mechanic Helper	11.49
05250 - Motor Vehicle Upholstery Worker	14.16
05280 - Motor Vehicle Wrecker	14.16
05310 - Painter, Automotive	15.00
05340 - Radiator Repair Specialist	14.16
05370 - Tire Repairer	11.65
05400 - Transmission Repair Specialist	15.62
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.43
07010 - Baker	10.68

07041 - Cook I	8.94
07042 - Cook II	10.50
07070 - Dishwasher	7.43
07130 - Meat Cutter	13.65
07250 - Waiter/Waitress	7.44
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.48
09040 - Furniture Handler	10.26
09070 - Furniture Refinisher	15.48
09100 - Furniture Refinisher Helper	11.91
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	15.94
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.63
11060 - Elevator Operator	9.13
11090 - Gardener	12.62
11121 - House Keeping Aid I	7.42
11122 - House Keeping Aid II	8.37
11150 - Janitor	9.56
11210 - Laborer, Grounds Maintenance	10.13
11240 - Maid or Houseman	7.56
11270 - Pest Controller	12.35
11300 - Refuse Collector	11.40
11330 - Tractor Operator	12.66
11360 - Window Cleaner	9.90
12000 - Health Occupations	
12020 - Dental Assistant	14.14
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.10
12071 - Licensed Practical Nurse I	12.17
12072 - Licensed Practical Nurse II	13.64
12073 - Licensed Practical Nurse III	15.26
12100 - Medical Assistant	11.53
12130 - Medical Laboratory Technician	13.73
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.38
12222 - Nursing Assistant II	9.43
12223 - Nursing Assistant III	10.34
12224 - Nursing Assistant IV	11.60
12250 - Pharmacy Technician	12.48
12280 - Phlebotomist	11.95
12311 - Registered Nurse I	18.96
12312 - Registered Nurse II	22.34
12313 - Registered Nurse II, Specialist	22.34
12314 - Registered Nurse III	27.02
12315 - Registered Nurse III, Anesthetist	27.02
12316 - Registered Nurse IV	32.38
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.52
13011 - Exhibits Specialist I	16.04
13012 - Exhibits Specialist II	18.80
13013 - Exhibits Specialist III	22.99
13041 - Illustrator I	16.04
13042 - Illustrator II	18.80
13043 - Illustrator III	22.99
13047 - Librarian	20.51

13050 - Library Technician	10.80
13071 - Photographer I	13.61
13072 - Photographer II	16.55
13073 - Photographer III	19.17
13074 - Photographer IV	21.25
13075 - Photographer V	24.04
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.03
15030 - Counter Attendant	8.03
15040 - Dry Cleaner	10.45
15070 - Finisher, Flatwork, Machine	8.03
15090 - Presser, Hand	8.03
15100 - Presser, Machine, Drycleaning	8.03
15130 - Presser, Machine, Shirts	8.03
15160 - Presser, Machine, Wearing Apparel, Laundry	8.03
15190 - Sewing Machine Operator	11.18
15220 - Tailor	11.90
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.48
19040 - Tool and Die Maker	18.95
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.18
21020 - Material Coordinator	16.82
21030 - Material Expediter	16.82
21040 - Material Handling Laborer	11.33
21050 - Order Filler	10.36
21071 - Forklift Operator	13.10
21080 - Production Line Worker (Food Processing)	13.10
21100 - Shipping/Receiving Clerk	11.59
21130 - Shipping Packer	11.59
21140 - Store Worker I	9.16
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.97
21210 - Tools and Parts Attendant	13.35
21400 - Warehouse Specialist	13.35
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.81
23040 - Aircraft Mechanic Helper	12.90
23050 - Aircraft Quality Control Inspector	18.61
23060 - Aircraft Servicer	14.85
23070 - Aircraft Worker	15.82
23100 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	18.99
23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	15.79
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician, Maintenance I	17.16
23182 - Electronics Technician, Maintenance II	22.01
23183 - Electronics Technician, Maintenance III	23.80
23260 - Fabric Worker	14.68
23290 - Fire Alarm System Mechanic	17.46
23310 - Fire Extinguisher Repairer	13.56
23340 - Fuel Distribution System Mechanic	18.00
23370 - General Maintenance Worker	15.36
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.82

23430 - Heavy Equipment Mechanic	16.82
23440 - Heavy Equipment Operator	16.36
23460 - Instrument Mechanic	17.99
23470 - Laborer	11.33
23500 - Locksmith	16.90
23530 - Machinery Maintenance Mechanic	20.41
23550 - Machinist, Maintenance	18.35
23580 - Maintenance Trades Helper	12.25
23640 - Millwright	18.65
23700 - Office Appliance Repairer	16.90
23740 - Painter, Aircraft	18.73
23760 - Painter, Maintenance	15.48
23790 - Pipefitter, Maintenance	18.78
23800 - Plumber, Maintenance	17.99
23820 - Pneudraulic Systems Mechanic	17.99
23850 - Rigger	17.99
23870 - Scale Mechanic	15.79
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	14.60
23930 - Telecommunication Mechanic I	18.96
23931 - Telecommunication Mechanic II	19.99
23950 - Telephone Lineman	18.96
23960 - Welder, Combination, Maintenance	16.36
23965 - Well Driller	17.99
23970 - Woodcraft Worker	17.99
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.33
24600 - Chore Aid	7.60
24630 - Homemaker	15.70
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.47
25040 - Sewage Plant Operator	16.76
25070 - Stationary Engineer	18.47
25190 - Ventilation Equipment Tender	12.80
25210 - Water Treatment Plant Operator	16.76
27000 - Protective Service Occupations	
(not set) - Police Officer	21.51
27004 - Alarm Monitor	9.77
27006 - Corrections Officer	15.25
27010 - Court Security Officer	17.33
27040 - Detention Officer	15.37
27070 - Firefighter	15.25
27101 - Guard I	9.55
27102 - Guard II	11.23
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.14
28020 - Hatch Tender	16.14
28030 - Line Handler	16.14
28040 - Stevedore I	15.30
28050 - Stevedore II	17.28
29000 - Technical Occupations	
21150 - Graphic Artist	18.91
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71

29012 - Air Traffic Control Specialist, Terminal (2)	23.30
29023 - Archeological Technician I	15.79
29024 - Archeological Technician II	17.66
29025 - Archeological Technician III	21.87
29030 - Cartographic Technician	21.88
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.85
29040 - Civil Engineering Technician	18.51
29061 - Drafter I	13.89
29062 - Drafter II	15.52
29063 - Drafter III	18.67
29064 - Drafter IV	21.88
29081 - Engineering Technician I	16.18
29082 - Engineering Technician II	16.24
29083 - Engineering Technician III	19.76
29084 - Engineering Technician IV	22.89
29085 - Engineering Technician V	25.36
29086 - Engineering Technician VI	28.69
29090 - Environmental Technician	19.74
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	24.22
29210 - Laboratory Technician	18.29
29240 - Mathematical Technician	21.88
29361 - Paralegal/Legal Assistant I	18.81
29362 - Paralegal/Legal Assistant II	22.31
29363 - Paralegal/Legal Assistant III	27.20
29364 - Paralegal/Legal Assistant IV	33.01
29390 - Photooptics Technician	21.88
29480 - Technical Writer	24.92
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	19.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.73
31260 - Parking and Lot Attendant	7.83
31290 - Shuttle Bus Driver	13.20
31300 - Taxi Driver	9.34
31361 - Truckdriver, Light Truck	13.20
31362 - Truckdriver, Medium Truck	13.68
31363 - Truckdriver, Heavy Truck	16.38
31364 - Truckdriver, Tractor-Trailer	16.38
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.87
99030 - Cashier	8.20
99041 - Carnival Equipment Operator	10.24
99042 - Carnival Equipment Repairer	11.04
99043 - Carnival Worker	7.87
99050 - Desk Clerk	8.74
99095 - Embalmer	18.23
99300 - Lifeguard	10.53
99310 - Mortician	18.23
99350 - Park Attendant (Aide)	13.51

99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.67
99500 - Recreation Specialist	10.18
99510 - Recycling Worker	12.89
99610 - Sales Clerk	11.81
99620 - School Crossing Guard (Crosswalk Attendant)	9.83
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	16.18
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.52
99660 - Surveying Aide	10.60
99690 - Swimming Pool Operator	9.58
99720 - Vending Machine Attendant	9.93
99730 - Vending Machine Repairer	12.35
99740 - Vending Machine Repairer Helper	9.83

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section

4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2299 MS, MERIDIAN

WAGE DETERMINATION NO: 94-2299 REV (26) AREA: MS, MERIDIAN

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2300

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REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

William W. Gross Division of  
 Director Wage Determinations

Wage Determination No.: 1994-2299  
 Revision No.: 26  
 Date Of Revision: 05/23/2005

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States: Alabama, Mississippi

Area: Alabama County of Sumter  
 Mississippi Counties of Clarke, Forrest, Greene, Jasper, Jones, Kemper, Lauderdale,  
 Neshoba, Newton, Perry, Wayne

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

## 01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	9.20
01012 - Accounting Clerk II	10.11
01013 - Accounting Clerk III	11.51
01014 - Accounting Clerk IV	13.89
01030 - Court Reporter	13.17
01050 - Dispatcher, Motor Vehicle	13.62
01060 - Document Preparation Clerk	9.27
01070 - Messenger (Courier)	7.99
01090 - Duplicating Machine Operator	9.27
01110 - Film/Tape Librarian	11.57
01115 - General Clerk I	8.01
01116 - General Clerk II	9.00
01117 - General Clerk III	10.37
01118 - General Clerk IV	11.64
01120 - Housing Referral Assistant	12.89
01131 - Key Entry Operator I	9.31
01132 - Key Entry Operator II	11.03
01191 - Order Clerk I	9.33
01192 - Order Clerk II	10.66
01261 - Personnel Assistant (Employment) I	9.02
01262 - Personnel Assistant (Employment) II	10.73
01263 - Personnel Assistant (Employment) III	12.35
01264 - Personnel Assistant (Employment) IV	13.88
01270 - Production Control Clerk	14.69
01290 - Rental Clerk	9.56
01300 - Scheduler, Maintenance	10.15

01311 - Secretary I	10.15
01312 - Secretary II	11.55
01313 - Secretary III	12.89
01314 - Secretary IV	14.79
01315 - Secretary V	16.39
01320 - Service Order Dispatcher	13.22
01341 - Stenographer I	10.24
01342 - Stenographer II	10.97
01400 - Supply Technician	11.70
01420 - Survey Worker (Interviewer)	10.88
01460 - Switchboard Operator-Receptionist	9.03
01510 - Test Examiner	11.55
01520 - Test Proctor	11.55
01531 - Travel Clerk I	9.50
01532 - Travel Clerk II	9.99
01533 - Travel Clerk III	10.48
01611 - Word Processor I	9.21
01612 - Word Processor II	10.15
01613 - Word Processor III	11.55
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.18
03041 - Computer Operator I	10.18
03042 - Computer Operator II	12.29
03043 - Computer Operator III	14.73
03044 - Computer Operator IV	16.90
03045 - Computer Operator V	18.85
03071 - Computer Programmer I (1)	14.83
03072 - Computer Programmer II (1)	18.33
03073 - Computer Programmer III (1)	22.10
03074 - Computer Programmer IV (1)	26.70
03101 - Computer Systems Analyst I (1)	21.89
03102 - Computer Systems Analyst II (1)	25.98
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	10.35
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.99
05010 - Automotive Glass Installer	15.18
05040 - Automotive Worker	15.18
05070 - Electrician, Automotive	16.08
05100 - Mobile Equipment Servicer	13.34
05130 - Motor Equipment Metal Mechanic	16.99
05160 - Motor Equipment Metal Worker	15.18
05190 - Motor Vehicle Mechanic	16.99
05220 - Motor Vehicle Mechanic Helper	12.49
05250 - Motor Vehicle Upholstery Worker	14.25
05280 - Motor Vehicle Wrecker	15.18
05310 - Painter, Automotive	16.08
05340 - Radiator Repair Specialist	15.18
05370 - Tire Repairer	12.89
05400 - Transmission Repair Specialist	16.99
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.82
07010 - Baker	9.76
07041 - Cook I	8.05
07042 - Cook II	9.76
07070 - Dishwasher	6.36

07130 - Meat Cutter	11.32
07250 - Waiter/Waitress	6.70
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.08
09040 - Furniture Handler	11.14
09070 - Furniture Refinisher	16.08
09100 - Furniture Refinisher Helper	12.49
09110 - Furniture Repairer, Minor	14.25
09130 - Upholsterer	16.08
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.29
11060 - Elevator Operator	7.54
11090 - Gardener	10.24
11121 - House Keeping Aid I	6.75
11122 - House Keeping Aid II	7.62
11150 - Janitor	7.54
11210 - Laborer, Grounds Maintenance	8.56
11240 - Maid or Houseman	6.85
11270 - Pest Controller	10.78
11300 - Refuse Collector	8.29
11330 - Tractor Operator	9.22
11360 - Window Cleaner	8.22
12000 - Health Occupations	
12020 - Dental Assistant	11.84
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.34
12071 - Licensed Practical Nurse I	10.51
12072 - Licensed Practical Nurse II	11.79
12073 - Licensed Practical Nurse III	13.20
12100 - Medical Assistant	9.77
12130 - Medical Laboratory Technician	12.62
12160 - Medical Record Clerk	9.79
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.53
12222 - Nursing Assistant II	8.46
12223 - Nursing Assistant III	9.24
12224 - Nursing Assistant IV	10.36
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.58
12311 - Registered Nurse I	16.22
12312 - Registered Nurse II	19.85
12313 - Registered Nurse II, Specialist	19.85
12314 - Registered Nurse III	24.02
12315 - Registered Nurse III, Anesthetist	24.02
12316 - Registered Nurse IV	28.77
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.33
13011 - Exhibits Specialist I	13.45
13012 - Exhibits Specialist II	16.66
13013 - Exhibits Specialist III	20.39
13041 - Illustrator I	13.45
13042 - Illustrator II	16.66
13043 - Illustrator III	20.39
13047 - Librarian	18.68
13050 - Library Technician	12.25
13071 - Photographer I	11.94
13072 - Photographer II	13.45

13073 - Photographer III	16.66
13074 - Photographer IV	20.21
13075 - Photographer V	24.44
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.00
15030 - Counter Attendant	7.00
15040 - Dry Cleaner	8.14
15070 - Finisher, Flatwork, Machine	7.00
15090 - Presser, Hand	7.00
15100 - Presser, Machine, Drycleaning	7.00
15130 - Presser, Machine, Shirts	7.00
15160 - Presser, Machine, Wearing Apparel, Laundry	7.00
15190 - Sewing Machine Operator	8.68
15220 - Tailor	9.09
15250 - Washer, Machine	7.39
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.08
19040 - Tool and Die Maker	19.17
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.34
21020 - Material Coordinator	14.95
21030 - Material Expediter	14.95
21040 - Material Handling Laborer	10.22
21050 - Order Filler	9.56
21071 - Forklift Operator	12.49
21080 - Production Line Worker (Food Processing)	12.49
21100 - Shipping/Receiving Clerk	11.84
21130 - Shipping Packer	11.84
21140 - Store Worker I	9.03
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.42
21210 - Tools and Parts Attendant	12.49
21400 - Warehouse Specialist	12.49
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.95
23040 - Aircraft Mechanic Helper	13.20
23050 - Aircraft Quality Control Inspector	18.74
23060 - Aircraft Servicer	15.06
23070 - Aircraft Worker	16.04
23100 - Appliance Mechanic	16.08
23120 - Bicycle Repairer	12.89
23125 - Cable Splicer	18.27
23130 - Carpenter, Maintenance	16.08
23140 - Carpet Layer	15.18
23160 - Electrician, Maintenance	16.99
23181 - Electronics Technician, Maintenance I	14.67
23182 - Electronics Technician, Maintenance II	17.93
23183 - Electronics Technician, Maintenance III	21.69
23260 - Fabric Worker	14.25
23290 - Fire Alarm System Mechanic	16.99
23310 - Fire Extinguisher Repairer	13.34
23340 - Fuel Distribution System Mechanic	16.99
23370 - General Maintenance Worker	15.18
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.99
23430 - Heavy Equipment Mechanic	16.99
23440 - Heavy Equipment Operator	16.99
23460 - Instrument Mechanic	16.99

23470 - Laborer	10.22
23500 - Locksmith	16.08
23530 - Machinery Maintenance Mechanic	17.04
23550 - Machinist, Maintenance	16.99
23580 - Maintenance Trades Helper	12.49
23640 - Millwright	17.30
23700 - Office Appliance Repairer	16.08
23740 - Painter, Aircraft	16.08
23760 - Painter, Maintenance	16.08
23790 - Pipefitter, Maintenance	16.99
23800 - Plumber, Maintenance	16.08
23820 - Pneudraulic Systems Mechanic	16.99
23850 - Rigger	16.99
23870 - Scale Mechanic	15.18
23890 - Sheet-Metal Worker, Maintenance	16.99
23910 - Small Engine Mechanic	15.18
23930 - Telecommunication Mechanic I	16.99
23931 - Telecommunication Mechanic II	17.34
23950 - Telephone Lineman	16.99
23960 - Welder, Combination, Maintenance	16.99
23965 - Well Driller	16.99
23970 - Woodcraft Worker	16.99
23980 - Woodworker	13.34
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	6.86
24580 - Child Care Center Clerk	8.54
24600 - Chore Aid	7.76
24630 - Homemaker	10.43
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.38
25040 - Sewage Plant Operator	16.08
25070 - Stationary Engineer	19.38
25190 - Ventilation Equipment Tender	12.49
25210 - Water Treatment Plant Operator	16.08
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	10.18
27006 - Corrections Officer	12.43
27010 - Court Security Officer	12.43
27040 - Detention Officer	12.43
27070 - Firefighter	12.43
27101 - Guard I	8.74
27102 - Guard II	10.18
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.00
28020 - Hatch Tender	15.00
28030 - Line Handler	15.00
28040 - Stevedore I	14.74
28050 - Stevedore II	16.47
29000 - Technical Occupations	
21150 - Graphic Artist	14.87
29010 - Air Traffic Control Specialist, Center (2)	31.48
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.91
29023 - Archeological Technician I	12.17
29024 - Archeological Technician II	14.95

29025 - Archeological Technician III	16.85
29030 - Cartographic Technician	17.92
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.89
29040 - Civil Engineering Technician	15.32
29061 - Drafter I	10.13
29062 - Drafter II	12.10
29063 - Drafter III	14.47
29064 - Drafter IV	18.54
29081 - Engineering Technician I	10.13
29082 - Engineering Technician II	12.10
29083 - Engineering Technician III	14.47
29084 - Engineering Technician IV	18.54
29085 - Engineering Technician V	19.68
29086 - Engineering Technician VI	23.80
29090 - Environmental Technician	16.85
29100 - Flight Simulator/Instructor (Pilot)	25.98
29160 - Instructor	19.00
29210 - Laboratory Technician	14.69
29240 - Mathematical Technician	18.54
29361 - Paralegal/Legal Assistant I	14.47
29362 - Paralegal/Legal Assistant II	18.54
29363 - Paralegal/Legal Assistant III	19.68
29364 - Paralegal/Legal Assistant IV	23.11
29390 - Photooptics Technician	18.28
29480 - Technical Writer	19.80
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	16.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.49
31260 - Parking and Lot Attendant	7.31
31290 - Shuttle Bus Driver	12.06
31300 - Taxi Driver	9.49
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	14.04
31363 - Truckdriver, Heavy Truck	15.01
31364 - Truckdriver, Tractor-Trailer	15.01
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.00
99030 - Cashier	7.57
99041 - Carnival Equipment Operator	9.66
99042 - Carnival Equipment Repairer	10.74
99043 - Carnival Worker	7.47
99050 - Desk Clerk	7.92
99095 - Embalmer	20.02
99300 - Lifeguard	8.97
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	10.45
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.81
99500 - Recreation Specialist	8.91
99510 - Recycling Worker	9.75

99610 - Sales Clerk	8.97
99620 - School Crossing Guard (Crosswalk Attendant)	10.03
99630 - Sport Official	7.69
99658 - Survey Party Chief (Chief of Party)	12.82
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.65
99660 - Surveying Aide	8.97
99690 - Swimming Pool Operator	14.29
99720 - Vending Machine Attendant	11.80
99730 - Vending Machine Repairer	14.29
99740 - Vending Machine Repairer Helper	11.80

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and

pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2301 MS,PASCAGOULA

WAGE DETERMINATION NO: 94-2301 REV (28) AREA: MS,PASCAGOULA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2302

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2301
William W.Gross Division of	Revision No.: 28
Director Wage Determinations	Date Of Revision: 06/21/2005

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	9.41
01012 - Accounting Clerk II	11.36
01013 - Accounting Clerk III	13.71
01014 - Accounting Clerk IV	16.77
01030 - Court Reporter	13.72
01050 - Dispatcher, Motor Vehicle	12.27
01060 - Document Preparation Clerk	10.19
01070 - Messenger (Courier)	8.62
01090 - Duplicating Machine Operator	9.84
01110 - Film/Tape Librarian	8.80
01115 - General Clerk I	8.91
01116 - General Clerk II	10.03
01117 - General Clerk III	10.94
01118 - General Clerk IV	13.67
01120 - Housing Referral Assistant	15.44
01131 - Key Entry Operator I	9.78
01132 - Key Entry Operator II	10.98
01191 - Order Clerk I	10.99
01192 - Order Clerk II	14.67
01261 - Personnel Assistant (Employment) I	11.88
01262 - Personnel Assistant (Employment) II	13.36
01263 - Personnel Assistant (Employment) III	14.17
01264 - Personnel Assistant (Employment) IV	15.76
01270 - Production Control Clerk	15.44
01290 - Rental Clerk	9.29
01300 - Scheduler, Maintenance	10.96
01311 - Secretary I	10.96
01312 - Secretary II	13.72

01313 - Secretary III	15.44
01314 - Secretary IV	16.80
01315 - Secretary V	18.61
01320 - Service Order Dispatcher	9.81
01341 - Stenographer I	9.65
01342 - Stenographer II	10.96
01400 - Supply Technician	16.80
01420 - Survey Worker (Interviewer)	12.10
01460 - Switchboard Operator-Receptionist	9.06
01510 - Test Examiner	13.72
01520 - Test Proctor	13.72
01531 - Travel Clerk I	10.01
01532 - Travel Clerk II	10.62
01533 - Travel Clerk III	11.14
01611 - Word Processor I	10.99
01612 - Word Processor II	12.35
01613 - Word Processor III	13.79
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.12
03041 - Computer Operator I	12.15
03042 - Computer Operator II	14.91
03043 - Computer Operator III	17.40
03044 - Computer Operator IV	18.51
03045 - Computer Operator V	20.44
03071 - Computer Programmer I (1)	17.82
03072 - Computer Programmer II (1)	22.02
03073 - Computer Programmer III (1)	26.47
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.01
03102 - Computer Systems Analyst II (1)	27.41
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.15
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.95
05010 - Automotive Glass Installer	13.96
05040 - Automotive Worker	13.96
05070 - Electrician, Automotive	14.52
05100 - Mobile Equipment Servicer	12.79
05130 - Motor Equipment Metal Mechanic	15.09
05160 - Motor Equipment Metal Worker	13.96
05190 - Motor Vehicle Mechanic	16.10
05220 - Motor Vehicle Mechanic Helper	12.26
05250 - Motor Vehicle Upholstery Worker	13.38
05280 - Motor Vehicle Wrecker	13.96
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	13.96
05370 - Tire Repairer	12.36
05400 - Transmission Repair Specialist	15.09
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.41
07010 - Baker	11.09
07041 - Cook I	10.17
07042 - Cook II	11.09
07070 - Dishwasher	8.41
07130 - Meat Cutter	11.42
07250 - Waiter/Waitress	8.83

09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.00
09040 - Furniture Handler	11.53
09070 - Furniture Refinisher	14.52
09100 - Furniture Refinisher Helper	12.26
09110 - Furniture Repairer, Minor	13.38
09130 - Upholsterer	14.52
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.41
11060 - Elevator Operator	8.41
11090 - Gardener	10.41
11121 - House Keeping Aid I	8.41
11122 - House Keeping Aid II	8.86
11150 - Janitor	8.86
11210 - Laborer, Grounds Maintenance	9.04
11240 - Maid or Houseman	7.94
11270 - Pest Controller	12.79
11300 - Refuse Collector	11.13
11330 - Tractor Operator	10.52
11360 - Window Cleaner	8.83
12000 - Health Occupations	
12020 - Dental Assistant	11.15
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.21
12071 - Licensed Practical Nurse I	11.84
12072 - Licensed Practical Nurse II	13.30
12073 - Licensed Practical Nurse III	14.87
12100 - Medical Assistant	10.38
12130 - Medical Laboratory Technician	13.84
12160 - Medical Record Clerk	11.36
12190 - Medical Record Technician	12.93
12221 - Nursing Assistant I	8.72
12222 - Nursing Assistant II	8.93
12223 - Nursing Assistant III	10.81
12224 - Nursing Assistant IV	12.15
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	12.98
12311 - Registered Nurse I	17.87
12312 - Registered Nurse II	21.85
12313 - Registered Nurse II, Specialist	21.85
12314 - Registered Nurse III	23.17
12315 - Registered Nurse III, Anesthetist	26.45
12316 - Registered Nurse IV	31.70
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.32
13011 - Exhibits Specialist I	16.53
13012 - Exhibits Specialist II	20.10
13013 - Exhibits Specialist III	25.61
13041 - Illustrator I	16.46
13042 - Illustrator II	20.10
13043 - Illustrator III	25.61
13047 - Librarian	19.72
13050 - Library Technician	11.00
13071 - Photographer I	11.36
13072 - Photographer II	13.07
13073 - Photographer III	15.89
13074 - Photographer IV	20.24

13075 - Photographer V	22.31
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.71
15030 - Counter Attendant	7.71
15040 - Dry Cleaner	8.92
15070 - Finisher, Flatwork, Machine	7.71
15090 - Presser, Hand	7.71
15100 - Presser, Machine, Drycleaning	7.71
15130 - Presser, Machine, Shirts	7.71
15160 - Presser, Machine, Wearing Apparel, Laundry	7.71
15190 - Sewing Machine Operator	9.46
15220 - Tailor	10.01
15250 - Washer, Machine	8.05
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.97
19040 - Tool and Die Maker	18.39
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.45
21020 - Material Coordinator	13.69
21030 - Material Expediter	13.69
21040 - Material Handling Laborer	10.11
21050 - Order Filler	10.73
21071 - Forklift Operator	12.18
21080 - Production Line Worker (Food Processing)	12.42
21100 - Shipping/Receiving Clerk	11.34
21130 - Shipping Packer	11.95
21140 - Store Worker I	12.20
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.22
21210 - Tools and Parts Attendant	12.58
21400 - Warehouse Specialist	12.58
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.03
23040 - Aircraft Mechanic Helper	15.46
23050 - Aircraft Quality Control Inspector	19.69
23060 - Aircraft Servicer	16.87
23070 - Aircraft Worker	17.61
23100 - Appliance Mechanic	14.52
23120 - Bicycle Repairer	12.36
23125 - Cable Splicer	20.17
23130 - Carpenter, Maintenance	14.52
23140 - Carpet Layer	14.15
23160 - Electrician, Maintenance	18.11
23181 - Electronics Technician, Maintenance I	16.52
23182 - Electronics Technician, Maintenance II	17.43
23183 - Electronics Technician, Maintenance III	18.94
23260 - Fabric Worker	15.02
23290 - Fire Alarm System Mechanic	16.68
23310 - Fire Extinguisher Repairer	14.44
23340 - Fuel Distribution System Mechanic	17.01
23370 - General Maintenance Worker	13.96
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.84
23430 - Heavy Equipment Mechanic	16.79
23440 - Heavy Equipment Operator	15.09
23460 - Instrument Mechanic	17.35
23470 - Laborer	10.21
23500 - Locksmith	16.05

23530 - Machinery Maintenance Mechanic	16.89
23550 - Machinist, Maintenance	16.68
23580 - Maintenance Trades Helper	13.84
23640 - Millwright	18.02
23700 - Office Appliance Repairer	16.13
23740 - Painter, Aircraft	16.13
23760 - Painter, Maintenance	14.52
23790 - Pipefitter, Maintenance	17.59
23800 - Plumber, Maintenance	16.57
23820 - Pneudraulic Systems Mechanic	16.68
23850 - Rigger	16.61
23870 - Scale Mechanic	15.57
23890 - Sheet-Metal Worker, Maintenance	16.61
23910 - Small Engine Mechanic	13.96
23930 - Telecommunication Mechanic I	17.89
23931 - Telecommunication Mechanic II	20.65
23950 - Telephone Lineman	17.93
23960 - Welder, Combination, Maintenance	16.82
23965 - Well Driller	16.68
23970 - Woodcraft Worker	16.68
23980 - Woodworker	14.16
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.52
24580 - Child Care Center Clerk	9.95
24600 - Chore Aid	7.94
24630 - Homemaker	11.08
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.70
25040 - Sewage Plant Operator	14.66
25070 - Stationary Engineer	18.70
25190 - Ventilation Equipment Tender	13.84
25210 - Water Treatment Plant Operator	14.52
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	12.35
27006 - Corrections Officer	11.87
27010 - Court Security Officer	13.23
27040 - Detention Officer	12.79
27070 - Firefighter	14.48
27101 - Guard I	9.05
27102 - Guard II	13.94
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.99
28020 - Hatch Tender	15.88
28030 - Line Handler	15.88
28040 - Stevedore I	16.28
28050 - Stevedore II	17.65
29000 - Technical Occupations	
21150 - Graphic Artist	19.07
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	15.11
29024 - Archeological Technician II	16.94
29025 - Archeological Technician III	20.94
29030 - Cartographic Technician	24.35

29035 - Computer Based Training (CBT) Specialist/ Instructor	25.01
29040 - Civil Engineering Technician	14.65
29061 - Drafter I	14.64
29062 - Drafter II	15.72
29063 - Drafter III	19.12
29064 - Drafter IV	24.35
29081 - Engineering Technician I	13.93
29082 - Engineering Technician II	16.16
29083 - Engineering Technician III	18.58
29084 - Engineering Technician IV	22.62
29085 - Engineering Technician V	28.80
29086 - Engineering Technician VI	31.74
29090 - Environmental Technician	22.04
29100 - Flight Simulator/Instructor (Pilot)	27.41
29160 - Instructor	20.92
29210 - Laboratory Technician	18.70
29240 - Mathematical Technician	20.28
29361 - Paralegal/Legal Assistant I	15.09
29362 - Paralegal/Legal Assistant II	18.49
29363 - Paralegal/Legal Assistant III	22.64
29364 - Paralegal/Legal Assistant IV	27.37
29390 - Photooptics Technician	20.04
29480 - Technical Writer	25.79
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	19.04
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.17
29622 - Weather Observer, Upper Air (3)	17.17
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.64
31260 - Parking and Lot Attendant	7.06
31290 - Shuttle Bus Driver	10.99
31300 - Taxi Driver	9.49
31361 - Truckdriver, Light Truck	10.99
31362 - Truckdriver, Medium Truck	15.01
31363 - Truckdriver, Heavy Truck	14.38
31364 - Truckdriver, Tractor-Trailer	14.38
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.26
99030 - Cashier	7.31
99041 - Carnival Equipment Operator	9.75
99042 - Carnival Equipment Repairer	11.17
99043 - Carnival Worker	8.41
99050 - Desk Clerk	8.40
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.24
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	12.96
99610 - Sales Clerk	9.48
99620 - School Crossing Guard (Crosswalk Attendant)	11.72

99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	13.44
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.21
99660 - Surveying Aide	8.90
99690 - Swimming Pool Operator	12.21
99720 - Vending Machine Attendant	12.35
99730 - Vending Machine Repairer	14.04
99740 - Vending Machine Repairer Helper	12.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization,

modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562998.

(2) The small business size standard is \$6 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

### INSTRUCTIONS

#### SECTION L Instructions, Conditions and Notices to Offerors

##### **L.1. GENERAL**

Proposals shall be in original and three (3) copies and submitted in two parts, Technical and Price.

##### **L.2. PREAWARD INFORMATION**

(a) Prior to making an award, the Contracting Officer must determine that any offeror eligible for an award is responsible both financially and technically and has the capability to properly manage the contract during performance and complete the work on time.

(b) In order to initiate action toward making the required determinations, the Contracting Officer must have available from each offeror who is or may become eligible for an award certain current information concerning each apparent or prospective eligible offeror. In many cases it is deemed advisable to conduct investigations of several offerors concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful offeror is not eligible to receive an award.

(c) Accordingly, each offeror is required to furnish with his proposal a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the offeror's ability to prosecute the required work. The other information referred to above shall include, but is not limited to the following:

- (1) Banking Institution name and address with name of contact at the bank and telephone number.
- (2) Current Company Financial Statement. If the financial statement is more than 60 days old, a certificate must be attached certifying that the firm's financial condition is substantially the same as the final statement submitted, or if not the same, the changes that have taken place. Such statement will be treated as confidential.
- (3) Similar past and present projects with names of contacts, telephone numbers, contract numbers and total contract amounts.
- (4) A list of all existing commercial and governmental business commitments (including contract numbers, contract amounts, and percentage of completion).
- (5) List of equipment to be used if required by the specifications.

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

#### 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include

Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 901-544-3710.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

#### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original

equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of clause)

#### 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the

Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jean F. Todd, U.S. Army, Corps of Engineers, 167 N. Main St., Memphis, TN 38103-1894.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity  
Controlled by a Foreign Government

Description of Interest, Ownership  
Percentage, and Identification of  
Foreign Government

(End of provision)

## Section M - Evaluation Factors for Award

### EVALUATION CRITERIA **EVALUATION CRITERIA**

#### General Basis for Contract Award

1. Award will be made to the offeror(s) that the Government determines can accomplish the requirements set forth in the Request for Proposal in a manner most advantageous to the Government, cost or price and other factors considered. The Government reserves the right to award a contract(s) to other than the lowest price offeror after consideration of all factors. A contractor will be awarded only one contract within the disaster areas of Louisiana and Mississippi due to Hurricane Katrina.
2. Cost or price will be a factor in the Source Selection Authority's (SSA's) decision. Selection will be based upon the most advantageous offer, price or cost and other factors considered. Offerors should perform technical-cost tradeoffs to achieve a balance which reflects and permits the cost-effective pursuit of high quality performance. The basis of the proposed cost must be compatible with all other elements of the proposal. No advantage will accrue to an offeror who submits an unrealistically low cost proposal. Such a proposal may be viewed as indicative of a lack of understanding of the Government's desired objective.
3. The Government reserves the right to award contracts without discussions.
4. The Government anticipates awarding five (5) or more contracts as a result of this solicitation.

### **EVALUATION FACTORS FOR AWARD - BEST VALUE**

This is a Best Value acquisition. The following terminology is used to offer an explanation of the relative importance of the technical factors:

**SIGNIFICANTLY MORE IMPORTANT.** The criterion is two times or greater in value than another criterion.

**MORE IMPORTANT.** The criterion is greater in value than another criterion, but less than two times greater.

**COMPARATIVELY EQUAL.** The criterion is nearly the same in value as another criterion; any difference is very slight, and unimportant.

The following factors will be used to determine acceptability and merit of the proposal.

The evaluation factors are listed in descending order of importance. Factor 1 is more important than Factor 2, with Factor 2 being more important than Factor 3, with Factor 3 being more important than Factor 4.

All evaluation factors other than cost or price, when combined are significantly more important than cost or price.

#### 1. PAST PERFORMANCE

a. Identify past or current contracts, (including Federal, State, and local government and private) for efforts similar to this requirement. Provide information on problems encountered on the identified contracts and the corrective actions taken.

b. Offerors with no relevant performance history will be rated as neutral.

#### 2. MANAGEMENT PLAN

### 3. SUBCONTRACTING PLAN

a. Identify subcontracting firms to be utilized and located in the affected geographic-location with type of work to be performed.

b. Provide subcontracting goals to Small, Service-disabled veterans, Veterans-owned small, Small business HUBZone, Small Disadvantaged, and Small Woman-owned business concerns.

1. State the amounts to be subcontracted for each category as a percentage of totals subcontracted. Offerors who are large business concerns shall submit a formal subcontracting plan with their proposal in accordance with the contract clause in Section I, FAR 52.219-9. The U.S. Army, Corps of Engineers recommended subcontracting goals are 73.5% for Small business, 3% for Service-disabled veteran business, 3.2% for Small business HUBZone concerns, 10.6% for Small Disadvantaged business, and 11% for Small Woman-owned businesses.

### 4. LOCATION OF OFFEROR AND RESPONSE PLAN TO A MISSION IN THE AFFECTED AREA.

#### COST/PRICE

The offeror's cost/price proposal will not be rated or scored, but will be evaluated for realism and price reasonableness. The purpose of cost/price evaluation is to determine whether each offeror's proposal cost/price is realistic in relation to the solicitation and the technical proposal, and to provide an assessment of the reasonableness of the proposed price.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)